3048.

SUPREME COURT OF THE UNITED STATES.

No. 96.

GUSTAVUS T. BEAUREGARD, HEIR & EXECUTOR OF MADAME EMILIE T. POULTNEY, COMP'T & APP'T,

v.

THE CITY OF NEW ORLEANS, W. H. LAYTON & OTHERS.

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Circuit Court of the United States, for the Fifth Judicial Circuit of the United States, and Eastern District of Louisiana.

MADAM EMILIE TOUTANT POULTNEY,
v.
THE CITY OF NEW ORLEANS. W. H. LAYTON, and others, defendants. } No. 2159.

Pleas and proceedings before the Honorable the Circuit Court of the United States, for the Fifth Circuit, and Eastern District of Louisiana, being the April Term, 1854, of the said Court, held at the City of New Orleans, in the District aforesaid, on the thirtieth day of June, A. D. 1854.

Be it remembered, that hereafter, to wit: on the eleventh day of September, in the year of our Lord one thousand eight hundred and fifty-two, came Madame Emilie Toutant Poultney, by her Solicitor, John Henderson, Esq., in the Clerk's Office of the said Court, and filed a bill of complaint, which is in the words and figures following, to wit:

Bill of Complaint. Filed 11th Sept., 1852.

To the Honorable Judges of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of the State of Louisiana, sitting in Chancery at the City of New Orleans, in said State:—

Emilie Toutant, widow of John Poultney, Jr., deceased, and sole heir-at-law of her daughter, Matilda Poultney, deceased,—and whom, the said Emilie Toutant, is a citizen of the State of Mississippi,—brings this, her Bill, against the Mayor, Aldermen and Inhabitants of the City of New Orleans, a Municipal Corporation, created by law, and located in the District aforesaid, and the corporation whereof are citizens of the State of Louisiana and District aforesaid, together with Auch & Miller, heirs of Oliver Aiken, William H. Avery, Mrs. E. Alexander, Lucien Adams, T. Achzenar, David Aiken, James Aspel, Philipe Avengno, Feliciana Ancalade, Raymonde Auguste, Auch, Gaspard and others, Auch & Kiechamp, Octave Alpuente, John W. Albro, A. C. Armstrong, John Arnold, William Aikin, Joseph Aymand, F. Achzenar, Thomas Andrews, G. Austin, John Alexander, Jacques and Georgette Apollon, Auch & Muller, F. Archenson, Leonce Abat, Octave Allpoint, David Aiken, Catharine Alexander, William S. Ahern.

B.

T. D. Beers, T. A. Billet, Georges Ann Bolls, Laonce Burthe, Annette Bouvers, Henry Blood, Heirs of Omer Berthand, Heirs of — But-

ler, Mrs. Jane Baldwin, Heirs of —— Stephenson, George P. Bowers, Jr., Heirs of Thomas Bibb, H. J. Buddington, Thomas Brown, Bank of Louisiana, Samuel Brown, J. W. Behan, Edward Briggs, George Bowers, C. B. Bowers, H. S. Buckner, Alexander Brother, John M. Bach, Heirs of Babcock, Alphonse Barrett, James W. Bendy, George W. Boyd, Thomas W. Winston, and Samuel Boyd, John Morris Bach, Adam Bentz, Jonett Bankly, N. C. Bowe, James Brewer, Frederic Beckman, Joseph B. Buggeman, Georges Beaumgard, Edward Bronge, John M. Burke, J. Randolph Bond, Joseph Bume, Michael Blanchard, Mrs. —— Brown, B. Bonseigneur, Sylvester Bennett, Madelain Bron, Eugene Berthand, Omer Berthand, Joseph Berthand, Evariste Berthand, Azalia Berthand, Rasan de Berthand, Celestine Berthand, Jean Berthand, Julien V. Beckman, Frederic M. Beckman, Bertha Beckman, Adaline J. Beckman, Julia E. Beckman, Gertrude R. Beckman, John Barrow, J. D. Barr, William Barnes, —— Brayton, John Belser, W. A. Bennett, John Byrne, Mary Byrne, Bennett, Biscoe, William Browne, Jasette Bundy, William Block, Henry Bopp, H. E. Burr, C. F. Buddecke, J. A. Boneval, Mrs. S. Burns, Mrs. William Bowne, Josette Bond, Annette Bouvan, f. w. c., Emma Pollock Burthe, N. F. Bowie, Henry Blood, John Bensel, Jane E. Baldwin, J. B. Burgoman, Joseph Brownley, P. A. Bozant, A. C. Benedict, Sarah Burnell, Nicholas Bothern, Samuel Broom, A. D. Beers, David Brooks, J. G. Brower, J. Baril, Amy Batas, Edward Brown, William Bragg, Widow —— Brachan, David Bichell, Charles Bouligny, Sylvester Bennet.

C.

Francis Cook, heirs of Barney Coffee, Commercial Bank, C. M. Conrad, F. B. Conrad, Charles Carew, Antoine Carriere, Mrs. Ann P. Chase, City of Lafayette School, Charles M. Chamberlin, Leon Chobert, Catholic Church, Jesse D. Carr, M. H. Church, Mrs. Ann Connell, City Bank of New Orleans, Heirs of —— Caldwell, Thomas A. Clark, J. Carter, f. m. c., Heirs of John Cruder, C. and E. Chamberlin, John G. Cromwell, Martha Clark, Heirs of John Crocker, Daniel R. Carroll, H. B. Cenas, Patrick Coyle, Heirs of A. Chauvin, Hebrew Cemetery, E. S. Cannon, Carrollton Railroad and Banking Company, James Montgomery Cass, Heirs of —— Clark, Benjamin Cook, Widow Susana Clark, T. D. Conrad, David Hadden Church, Salem Campbell, f. m. c., Matilda Carey, Elisha Crocker, Maria Clark, George Clemman, C. B. Caldwell, John C. Caldwell, John Calhoun, J. Ceiro, William Cummings, A. S. Conrad, James Caroles, P. Cummings, Maria E. Cooper, Miss —— Corine, Margaret Crane, G. H. Castlin, Elizabeth Cleveland, Peta Checkert, U. Cousins, Catharine Campbell, Daniel Clark, Jr., William Cressy, George Clement, Thomas Conaughton, J. D. Caldwell, Madam —— Chauveyt, Elizabeth Chapman, James Canliffe, John H. Castner, John Coleman.

D.

Barney Duffey, S. D. Dewees, F. N. Degruys, Catharine Davis, Eloi Duchary, Mrs. P. Dalman, Bernard Dierkers, Joseph Delakoffer, heirs of J. N. Duperu, Joseph L. Dupilho, G. C. Duncan, John Davidson, B. P. Delander, Samuel Dowty, John Davis, Patrick Dayley, M. M. Dowler, Rosalie Delattre, Cornelius S. Duggan, Cornelius Shebau, Miss Ann Davis, Mayford W. Dougal, Emily Douglas, Hugh R. Davis, P. Dougherty, Mather Denman, Homer Drowissin, John Dumont, W. J. Davis, C. H. Drowissin, Wendelin Doll, Numa Duperue, Alphonso Duperue, F. H. Daquin, James D. Damerson, Nancy Davis, G. B. Duncan, Margaret Dougherty, George Dimeyer, Herman Doane, J. H. Duperue, John B. Dupuy, B. Dougert, Mrs. Aglae Delahaye, A. L. Deblieux, James Mesbau, Richard Dearing, Madam Aglar Dichary, Bernard Duffey, Mrs. Catharine Davis, Aor Dichary, Batiste Dungard, Z. Dawty, L. C. Duncan, Dudley Lodge No. 2, James Dunn, Lawrence Denniger, Gabriel D. Chiapella, Bernard Dicks, Celeste Duplantier, J. H. Duperue, P. Davis, John B. Dupuy, J. B. Duncan, Homer Drozen, —— Delander.

E.

J. J. Earhart, Heirs of — Enders, Abraham Ebinger, Charles H. L. Elwin, B. C. Elliott, Stephen Eizile, C. H. E. Elevin, William Enders, M. Eman, Feliciana Encalade, M. Esnard, Mrs. Adam Emmett, Maria P. Eastland, Helena Evans, William Ellis.

F.

Elizabeth Folls, N. Fitzsimmons, heirs of Moses Field, Anna Fervis, Frederick Furst, J. L. Florance, Manette Fleurian, f. w. c., Edward Flood, Omar Fortier, Michael Frank, Fasher G. Faecher, J. H. Fayrewather, Pierre Faiare, L. S. Ferrier, John Farril, Ann T. Featherstonhaugh, R. W. Featherstonhaugh, Charles Ferguson, John Frescholtz, Thomas Frith, Lallande Ferrier, John Fraudenstein, Henry Frahazan, B. Franchard, A. Franchard, Constantine Fagot, Bartholomew Flynn, L. H. Fairwether, Daniel Forbes, Michael Flood, James Fritch, Daniel Fleckinger, William Folly.

G.

Madam — Goultan, Adam Gaisser, Joseph Gontz, John Green, W. Gorman, C. C. Gilmore, Seth Grovesner, Emily D. Gyles, Andrew D. Golden, Josephine V. Griffin, Mrs. — Gormley, Levy H. Gale, The German Evangelical Church, Thomas Graves, Henderson Gilmore, P. Geiger, Patrick Green, Thomas Glenn, J. H. Gerding, M. Geaurs, Godfrey C. Guicken, Mary T. Galpin, Patrick Gannor, Hugh Grant, Eleanor Gray, Daniel S. Graham, W. C. Goodrich,

Margaret Gordon, C. Calegan, Bernard Gillong, James Gallier, Martin Glazier, Sarah Gilmore, Mrs. C. E. Goodwin, Emile Gross, —— Graff, Josephine Gaffin, P. Gorman, James D. Gilmore, Henderson & Gilmore, widow of Francis Guider, Manuel T. Garcia.

H.

Duncan N. Hennen, John Hoey, G. Habisrectenger, J. C. Hills, Garrison Hallen, Marie J. Helty, John Hume, Catherine Hart, Alexander Hill, D. A. Harris, Thomas H. Hermanson, John Henry, E. F. Hart, George Horsch, Mrs. —— Hagelberger, Henry Howard, J. C. Hills, Mrs. Susan Hills, Marie T. Heywood, John Hall, —— Howard, Thomas Hale, Lorenzo Herbinger, Heirs of Stephen D. Howell, Eminee S. Harrison, Jones Hefferman, Hiram B. Hill, Dennis Hefferman, Asa Hall, Cornacross Hesbitt, David C. Humphreys, Nelson Wallace Hill, H. W. Hart, Thomas Hodgekinson, Danie Habenstach, George Heelis, Daniel Halberich, John Howell, Sylvania L. Howell, W. B. Hayden, H. H. Hadden, Richard C. Hyatt, H. W. Hills, Miguel Haslem, Mary F. Heany, Benjamin Howard, John Hobbs, Mathias Hoas, Alexander Hock, H. Harting, Charles Hunter, Mrs. —— Henry, J. C. Hill, G. Hatter, Frederick Hottinger, Catharine Heart, Doctor Humphries, D. A. Harris, John H. Hermansen, John Henry, Maria Hopson, —— Hoffman, Mrs. M. A. Hughes, Israel C. Harris, William Henrick, John W. Hart, George Harbinger, Emily A. Helme, J. D. Hobbs, Pulaski Hargeden, John Hageltberger and wife.

I.

J. B. Isidore, f. m. c.

J.

Heirs of Frederick Jacob, Heirs of J. B. Jorde, M. Jacoby, M. P. Jones, J. S. Johnston, Robert Jackson, W. L. Jackson, P. Johnson, Heirs of F. Jorda, James Jeffries, John Jerison, Peter L. Jore, Heirs of G. S. Johnson, Mrs. M. T. Jones, John Jenkins, J. J. Jambert, James Jones, G. Jorda, Joint Committee of Jefferson, Samuel Johnson, Augustus W. Jourdan, Mrs. Mary Johnson, John Jamieson, Jeronimo Jorda, Miss S. A. Jorda, Mrs. Peter L. Jore, Thomas F. Johnson.

K.

Mrs. Robert Key, Jacob Kaiser, Esther Klein, C. R. Kenedy, Peter Kern, Mrs. Frances Kenton, Catharine Kamer, Mrs. Andrew Kenton, Vincent Knight, Reuben Knight and Richard Nugent, Charles Keifner, William Kemble, Valentine Kessinger, George Kline, Kenney's L. R. Office, William Key, Eval Herminck, Succession of Alexander Kennedy, Timothy Kain, James Key, John

K. Casten, Francis Kenton, Louis Kopp, John Keivich, Charles Kramer, Frederick Keller, Isabella Kelly, Louis B. Key.

L.

Heirs of Robert C. Layton, J. D. Laizier, Marie Adelie Lambert, Matthew L. Lackey, George M. Lee, Conrad Lange, Frederick J. Landun, Paul Lieutaud, Daniel Logan, Margaret Leonard, Harlow Lambe, —— Lawrence, J. M. Lasere, Burton Layton, Lorence Leitz, William Long, E. H. Laymayer, Margaret H. Layton, Robert Layton, James L. Layton, William H. Layton, Justin Landry, Thomas Layton, John Lawless, Louis Lovering, Louis Lessassier, Philip Lorch, Maria Littlejohn, Madam —— Laurent, C. W. F. Leminger, F. J. Lewis, Matthew Lynch, Paul Leistraude, Elizabeth Law, W. R. Lindsey, Rebecca Laughter, Joseph Lyon, W. J. Lassier, Lassier, J. P. Levy.

M.

Mrs. M. Mayo, J. McGary, T. W. Montgomery, R. W. Montgomery, Heirs of W. Marmiche, Charles McMicken, M. McIlvaine, Heirs of Joseph Meüsman, Francis Marques, J. L. McFarlane, Mrs. Ann Mallen, J. G. Meyer, Heirs of John Michler, W. C. E. Madelung, Robert T. McMasters, L. C. Mygott, Conrad Miller, Jacob Miller, Lawrence Matta, Denis Maran, John Mitchell, John McFee, David L. McKay, E. V. Marrott, Laurent Millaudon, J. W. Monsterratt, Thomas Moran, Oliver Mahony, Jeremiah Morton, Heirs of Mary McDonald, L. M. Mullen, Miss Sarah McCauley, Armistead & Mallard, Emily G. Marmiche, Ann Marmiche, Elizabeth Marmiche, Francis Martin, Demiter Mader, Eugene McCarthy, Henry Meiyer, Joseph Muller, Johnna Miller, Richard B. McKinney, E. Muller, Mary Ann Morehead, Peter McDonald, Hannah H. Moore, Charles E. Mount, —— McCormack, Mrs. —— Michelrain, C. Mahenhart, Charles Monroe, Thomas Murphy, William McCarty, Lawyer McCarty, John S. Morgan, Alfred Matlan, Milford McDougal, Mary McCormick, James Marshall, —— McGargal, James McMullen, J. W. Monspratt, John McDonogh, Mrs. Mary D. McKay, F. Muller, Robert Mullen, Widow of John Taylor McNeil, J. J. Mitchell and wife, L. A. Mallard.

N.

Aglae Nigourier, J. Noe, John Newberry, John Nicholson, H. F. Newman, Heirs of J. Nicholson, M. D. Nathan, Henry Nicholson, James Nicholson, Catharine B. Nugent, Eliza Nickolas, George Nash, C. Nisbit, G. W. Nott, George Neiller.

O.

Joseph Van Ostern, Orphan Boys' Asylum, James and Santon Ogilvie, Francis Olroyde, W. Oliver.

P.

Jose Mare Pierre, Emina Pollack, Mrs. J. A. Patterson, Benjamin Page, Godfrey Patterson, E. Pillsbury, Pierre Pailhes, Jane E. Palmer, Mary J. Pitcher, M. W. Pendergast, Charles Patterson, Heirs of Isaac T. Preston, Alexander Pentland, Parish of Jefferson, Presbyterian Church, Peter Peterson, Courtland Palmer, Henry Pengamon, J. E. Pepin, Mrs. Salvator Pratt, Alexander Pentland, Susan Poland, G. A. Patterson, Harriet Phelps, Thomas Payne, Anderson & Payne, Mrs. A. C. Pagaud, W. M. Pinkard, P. T. Phillips, Elizabeth Penmar, Asareth Pettingell, M. Perks, S. Presbury, Geo. Permeyer, —— Paland.

R.

William Reeves, Nathan Rodgers, A. Rivereau, H. & E. Reed, Heirs of G. Rinehardt, James Robinson, Susan W. Robinson, William Reed, J. L. Riddle, James E. Raynal, Henry Renshaw, E. W. Rodd, Susan Russel, Philip Rice, Charles Rice, William Rebenstick, Sanfrisco Salay Ragi, Joseph L. Reed, William Rivers, Nathan Rodgers, F. Y. Rega, Jacob Rice, Isaac Randolph, —— Roberts, Mary Rice, John Richardson, A. Ritter, Peter Ranaud, George Reinhardt.

S.

S. F. Slatter, Mrs. V. Souviat, Peter Schneider, George Stevens, Francis Schuber, M. Schneider, William Smith, Martin Schneider, Margaret Smith, John C. Smith, Hezekiah C. Summers, Levy Smelson, Sarah A. Schreider, George W. Sully, Margaret Spence, Charles Scoville, T. W. Schmidt, James M. Smith, Samuel A. Shumway, Peter Schaaf, C. Schaaf, Heirs of —— Solis, Samuel Richford Smith, John Stanton, Charles Schneider, J. F. Sauter, A. W. Smith, Mrs. Melissa Stewart, J. R. Sterret, George Schaff, Heirs of W. Shave, Schultz, Hadden & Leach, William Stockman, Jacob Staub, Theodore Shute, Charles Schmidt, J. Sauther, S. B. Smith, George Straubridge, Richard Salter, Margaret F. Sproul, Elizabeth M. Schaumburg, S. Swench, John Selvins, John R. Shaw, William Slade, William Scanlan, George W. Skerret, Seth Stemm, C. Strelhe, Sarah A. Schweider, James Small, —— Scoville, Erastus Smith, Schmidt & Co., Antonio Sparsack, Caroline Shaw, Michael Schoff, Philip Staudt, James Sears, Charles Scheidler.

T.

M. N. Thompson, Heirs of Edward Turner, Andres Thomas, Sr., Francis Thomas, Andres Thomas, Jr., Marie H. Turner, Turner & Renshaw, John Terrie, B. Tranchard, A. Tranchard, George Taecher, Leonard Taecher, Mrs. M. Turner, C. J. Tibbats, Ann J. Featherston, Francisco Tio, Heirs of Joseph Terrell, Louis Tessell, C. W.

Tigler, John Taylor, Philip Thomas, Herman Turner, Francois Thomas, John Turnell, Isaac Thayer, Larkin T. Oliver, Samuel H. Turner, William Turner, Emily N. Turner, Sophia A. Turner, Martinez Turner, J. O. Terry, Winter & Thomas, W. H. Thompson, Andrew Thomas, Jr., Mrs. Barbary Thomas, Rev. J. Twitchell, Nicholas Turner, Elizabeth Tolls, P. A. Tangulet, Mary Tinsley, Mortimer Turner.

U.

Bank of the United States.

V.

Michael Volts, Casimer Vents, John Victh, Lucile Viavant, Francis Veirenholdt, C. C. Vanlandingham, Joseph Villaburia, Pauline Verret, f. w. c., Charles H. T. Vernard, P. Van Buren.

W.

C. C. Wallaingham, M. Will, Heirs of G. W. Woodman, Henry Wenckiver, W. O. Warnock, J. and N. Wray, Doctor John A. Wedderburn, Marie Wolfe, W. J. A. Wasson, Roman Wasson, B. Whiting, Perry S. Warfield, Mrs. S. L. Wrender, W. H. Williams, Thomas B. Winston, Mrs. Frances Wibell, Heirs of Joseph Weiners, Adam Winthrop, Daniel L. Windsor, W. B. Wilson, Daniel Williams, A. A. West, Susan Winchester, Henry Wayman, —— Worthington, Daniel Wilkins, Auguste Wetzel, Thomas W. Winston, Wilson Wintz, Peter Whall, George Walper, G. W. Woodman, Frederic Wetzman, A. Whiting, Susan P. Wheeler, W. H. Wellington, Christian Will, W. H. Worthington, Joseph Woodhart, A. Watkins, W. C. Womack, Geo. West.

Y.

G. B. Young, P. Young, J. Frisch Yound, William Young, Peter Young, Abraham Young.

Z.

Jacob Zivebell, and Bernard Zimmerman.

All of whom are citizens of the State of Louisiana, and of the District aforesaid; and all of which public and private corporations, companies and associations, above enumerated, are established in said district, and the persons composing them are citizens of said state and district; and all of whom, viz., the corporations, companies, associations, and individuals before named and specified, your orator makes defendants to this her bill.

And whereupon your orator, complaining, represents: That John Poultney, Jr., who in his lifetime and at the time of his death was a citizen of New Orleans, and State of Louisiana, on the 27th day of

May, 1818, by authentic act passed beford Michael de Armas, Notary Public of said city, for the consideration of one hundred thousand dollars, became purchaser from Madam Catiche Millet, Widow Rousseau, of a certain tract of land situate on the Mississippi River, about a mile above the upper boundary of what was then the old city proper, and bounding upon the upper side of what has been since well known as the Second Municipality of New Orleans, and which land is now comprised in the recently corporate City of Lafayette, but subsequently incorporated as part of the City of New Orleans. Said tract of land had a front on the river of ten arpents, with the side lines gradually converging to the rear, the boundaries and quantities of which are more particularly described in said act of sale, a copy of which is herewith shown as a part of the record, Exhibit (A), and which record is presented as a part of this bill.

Your orator represents, that twenty thousand dollars of the price stipulated, was paid by said Poultney in cash, and the remaining eighty thousand was secured to be paid in annual instalments of $16,000 each, evidenced by five promissory notes, payable to "Harrod & Ogdens," and all secured by mortgage on the premises sold, as by Exhibit (A) appears.

Would further represent, that it was already apparent at the time of the purchase, that said land would soon be required for building lots for the extension of the city in that direction; and to this end the Widow Rousseau had sold off several lots from said tract of land before its sale to Poultney, and *and* which were exempted therefrom. And your orator avers and represents, that it was notorious that Poultney's sole object in the purchase was to lay off the land into city lots, and to sell them at such great profits as he rightfully hoped would be readily realized from the commercial prospects and rapid growth of said City of New Orleans. And in pursuance of these views he was devoting much time and attention, and expending considerable sums of money in planning, surveying, and plotting said land into streets, squares, and lots, preparatory to their sale, when suddenly arrested in his enterprise by death, on the 23d of October, 1819.

Doth further show, that on the 26th of April, 1819, the said Poultney, finding himself embarrassed by his debts beyond his means of punctual and prompt payment, though not insolvent, and with no apprehensions of insolvency, sought a respite from his creditors of one, two, and three years; and upon an inventory of his affairs summoned his creditors into Court to investigate them, and to deliberate on granting him the respite asked. On this exposé he showed the sum total of his debts to be $207,350 91. For the discharge of these debts he exhibited assets to the amount of $237,921 12, being an excess of more than $30,000 of assets beyond his debts. Of these assets $151,000 consisted of city property, and the land included in this purchase, put down at cost:

Personal property and merchandise, . .	$8,852 96
And of debts due to him, ...	78,088 16

His creditors were so well satisfied with this exposé, that they concurred voluntarily and unanimously in granting the respite asked for. And thereupon the Court adjudged and decreed all his debts as thereafter to become due, as upon extension granted, at one, two, and three years on each respective claim; all of which is shown by Record (B), herewith exhibited as part of this bill.

Your oratrix shows that by Exhibit (B) it is seen that Poultney has already then verbally agreed to sell one undivided half of his Rousseau purchase for $75,000, being an advance of fifty per cent. on his own purchase; but which agreement he only made to secure a partner, and insure more certainly, by his joint assistance, a successful issue to his speculation; but which agreement, by the agressions and unjust proceedings hereinafter shown, the purchaser was compelled to abandon, and its benefits were thereby lost both to him and to Poultney's estate. Doth further represent, that on the death of Poultney, soon after the exhibition of his affairs as aforesaid, his estate, real and personal, subject to all subsisting legal rights and liabilities which then and there obtained affecting it, did descend to and vested in your oratrix, his widow, and his two infant children, viz., Matilda, then about seven years of age, and Emily, about five years, with such relative interests in each as the law accorded. On the 20th of November, 1819, your oratrix, by petition in the Probate Court, instituted a brief examination into the affairs of her husband's estate, preparatory to deciding her course of action in regard to her own seperate interests in said estate. And though well assured, had the terms of the respite which had been conceded and decreed as aforesaid, been preserved and respected toward the estate, and its administration carried through the Probate Court as by law appointed, the estate might have been liquidated with great profit and advantage to herself and heirs. But being then admonished this respite was not intended to be respected, and purposes and preparations being declared and manifested to force the sale and sacrifice of said estate by the most summary process, not to pay its debts, but to profit speculators, and she not being well advised how far such proceedings might be successfully resisted, and without pecuniary means to hazard in legal strife, she did, on the day of A. D. 18 , for herself renounced all claim to her community in said estate in favor of her children, the heirs at law. The Probate Court, which had already partial custody of said estate by its seals, and had assumed incipient administrative jurisdiction, was suddenly superseded in that jurisdiction by a concursu of creditors instituting proceedings in the First District Court of New Orleans, on the 11th day of February, 1820, in which it was assumed, that because of an alleged insolvency, imputed by themselves only, of said estate, that

the same should therefore be administered in bankruptcy by commissioners called syndics, instead of being administed as an ordinary succession by a curator in the Probate Court. The Probate Court, though admonished of such proceeding by the creditors, made occasional orders affecting the succession, but no actual administration was therein had, as will be seen by the record of said Court herewith exhibited, marked (C), as a part of this bill.

The creditors, or a small portion of them, chiefly moved and induced to action under the influence and through the unjust and illegal views and purposes of the said Harrod and Ogdens, pressed their pretended process of insolvency in the First District Court of New Orleans; and with no case of insolvency by their debtor avowed, with no surrender by such debtor, and no declared insolvency by any Court, the bankruptcy of the estate was assumed as a fact by less than one-twentieth of the creditors, and without any notice to, or contestation with the infant heirs of Poultney, and without their will, wishes, or interests, having been in any way represented (though their presence in said State and City was well known to said creditors), they proceeded in said suit without lawful warrant, and through process of judicial violence, did appoint Henry Foster, George Loyd, and Peter V. Ogden, syndics of said estate: and whom, by said appointment, and the assumed agency of the Court, were therefore invested with the control of the title and the possession of the property of said estate, to be administered in bankruptcy; all which appears by the record and proceedings thereof, herewith exhibited, marked (D), as part of this bill. By these proceedings it is shown that of one hundred and sixteen creditors of Poultney, who gave him respite a few months previous, but five of them concurred in forcing this proceeding of insolvency, and in the election of the syndics; and these elected one of themselves, George Loyd, to the office of syndic. And though said syndics obtained the Court's order specially to sell the property and satisfy the mortgage debt to Rousseau, and to sell and administer the property generally as by the insolvent laws appointed (and which they were bound to do if rightfully in office), yet your oratrix avers they made no sale, no collections, no settlements, no payments, nor performed any single act of administration, nor filed or reported any Bilan, nor executed any duty assigned them by law to do or perform in the capacity of syndics. Nor were they ever discharged from the functions of their office, only as each severally died; and when so dying, their places were not supplied by others, but their acts or proceedings had against them, were carried on as if all were living. But your oratrix shows that though said syndics consummated no act or thing which the law prescribed to them as duty, yet as judicial entities, they served the purpose of nominal contestants, with whom collusive controversies were gotten up, and most illegal and unauthorized acts of judicial process, destructive to Poultney's estate,

were perpetrated; and by whom concessions were made, legal requirements dispensed with, and power and authority professed to be transferred by them to others, to execute acts which the law had assigned to the syndics only. For your oratrix shows that on the 7th May, 1820, and within a few days after the Court's order of sale to the syndics, Charles Harrod, George M. Ogden, and Peter V. Ogden, who composed the firm of Harrod & Ogdens, filed their petition in the same District Court where said proceedings in bankruptcy were pending, setting forth the Rousseau sale and mortgage, and of the endorsements of petitioners for Poultney of the five notes of $16,000 each, given on said sale; and, among other things, averred, "That after payment of the first note for sixteen thousand dollars, due 27th May, 1819, they had paid the same, and were then owners thereof, with right of subrogation in the mortgage for their security. They averred, also, that the second note of the series would soon be due, and on this showing prayed a writ of seizure and sale for the payment of all the notes. Said petitioners, of whom Peter V. Ogden was one, prayed also that the syndics of said estate (of whom the same Peter V. Ogden was one), should be made defendants to the petition, for the purposes of general relief. The petition was granted as prayed for, on the 8th of May, 1820, with order to sell sufficient to satisfy petitioner's demand; and on the 9th of May, 1820, the execution or order of sale issued to the sheriff, to sell sufficient to satisfy $32,000 and interest and costs.

But while this order of sale was in this form in the hands of the sheriff for execution, to wit, on the 31st of May, 1820, Peter V. Ogden and others, plaintiffs, agreed with the same Peter V. Ogden and others, syndics and defendants, that the sale should be made to satisfy first and in full, the third, fourth, and fifth notes of the series not then due, and any balance bid over and above these amounts should be paid in cash. And the said Peter V. Ogden and others, plaintiffs, and the said Peter V. Ogden and others, defendants, in their amicable concert of action, did further agree, that in executing said sale, the sheriff should dispense with all appraisement, which the law required. And under the authority conferred by this corrupt and illegal agreement, and guided by its rules, and not under the Court's order of sale of the 9th of May, that the sheriff, in fourteen days thereafter, to wit, on the 13th day of June, 1820, proceeded to sell all the mortgaged premises aforesaid. The terms of this sale, so wholly different from those directed in the Court's order of 9th May, the sheriff gave no published notice of whatever; but executed the sale in fourteen days thereafter, as if acting in virtue of the previous order of Court. At this sale George M. Ogden, one of the copartner plaintiffs, became the nominal purchaser for the price of $69,000, under terms of giving a new mortgage on the same lands to secure the payment of the three last of the Poultney notes for $16,000 each, as they should become due, and to pay $21,000 cash,

towards satisfying the two first notes for $32,000 and interest and costs, and taxes due. But your oratrix avers that the purchase of George M. Ogden was in fact made by the firm of Harrod and Ogdens, and for their use, and that the said George M. Ogden was but interposed as ostensible purchaser to this end; that he paid nothing separately on the price bid; and the note for $16,000, which had been previously taken up by the firm as endorsers, was intended and understood by them to be compensated in this purchase. Your oratrix admits that the terms of sale so agreed upon and so executed by the sheriff, were sanctioned by said Court, and assumed to be validated by its order; but she avers that said sale, and all the preliminary and subsequent proceedings connected with it, were and are without semblance of lawful authority, and were fraudulently contrived for the sacrifice of Poultney's estate, and to aid the purchasers in an unlawful and unjust speculation. And all said proceedings are null and void for the reasons following:

First. Said Court was without jurisdiction to administer redress by special judgment and execution, either by suit via executiva or via ordinaria, after the same Court's judgment had subjected said estate to the administration of syndics, and had decreed that said syndics should sell the same mortgaged premises, and settle and satisfy the mortgage debts.

Second. Said Court had no jurisdiction to entertain the case and adjudge the remedies sought, as it did, in a contestation with syndics only as defendants.

Third. Said Court had no jurisdiction to adjudge redress by summary process of seizure and sale, and of judgment ordinary against syndics, in the same action, as was done in this case.

Fourth. Said Court had no jurisdiction to entertain the suit, and adjudge the remedy sought in this case, against a succession, without the heirs and legal representatives of said estate being made party defendants.

Fifth. Said Court had no jurisdiction by process via executiva to satisfy demands not due and not represented and produced in Court; and where the right of the complainants was not evidenced by authentic act, and where, in fact, the notes decreed to be satisfied by this summary process, were in the hands of parties not in Court and not seeking such redress.

Sixth. Said Court had no power or authority to confirm the terms of sale agreed upon in said case, nor to dispense with the appraisement required by law, nor to sanction a sale made on thirteen days' notice after the terms of sale agreed on, nor to ratify agreements made between parties plaintiffs and defendants who were the same persons.

Seventh. And said Court had no authority to validate a sale via executiva where the proceeds of the sale were exclusively appropriated to pay debts not due at the time the petition was filed, and where the only debt due at the time of the order of seizure, was excluded

from participating in the proceeds of the sale, and turned over for satisfaction to a judgment against the syndics via ordinaria.

Eighth. And your oratrix avers, for these and other reasons to be shown at hearing the proceeding against Poultney's estate, as in bankruptcy, the appointment of syndics and all their acts done, suffered or permitted, and all process against, and all contestations with them, as representatives of Poultney's estate, were judicial usurpations, fraudulent, illegal, null, and void. And all which acts, facts and proceedings, are herewith shown in Exhibit (E), being a certified transcript from the records of said Court, and herewith presented as part of this Bill. And by the same record it appears also, that on the 24th March, 1823, and after the death of the syndics, Peter V. Ogden, who was both plaintiff and defendant, and after the death of George M. Ogden, a co-plaintiff and purchaser, judgment final and ordinary was confirmed for the plaintiffs against the syndics defendants, for the only note due and held by the plaintiffs when they obtained their order of seizure and sale. And thereupon the Court's order against the sheriff was obtained to deliver his deed to the purchaser, who was the said George M. Ogden, deceased, and which deed purports only to convey the title of Poultney, as possessed by him in his lifetime, without reference to or inclusion of the right and title of the heirs of Poultney, as acquired by descent. And as further evidence of wrong and injustice, your oratrix shows, that said sale was made in block, whereas it should have been made in city lots, so far as laid off, to which end and object it was notoriously known all of it had been devoted and appropriated. And the said George M. Ogden, after he had bid off said premises in block, and before he had obtained the sheriff's title therefor, to wit, in June, 1822, did sell at public auction, seventeen city lots from out said purchase, for the aggregate price of $7,960, being near an average of five hundred dollars per lot. And your oratrix avers that had all said premises been so sold, a very large surplus would have remained to the heirs of Poultney, after payment of all debts against his estate.

And your oratrix further shows, that while these proceedings of seizure and sale by Harrod & Ogdens were being had, wherein they affected to represent the five mortgage notes of the Rousseau purchase, the truth was and is, that at the institution of those proceedings, they had paid and represented but the first note only; and the second and third of the series were then owned and held by James Saul, and the fourth fifth by —— Rousseau, neither of whom were parties to said proceedings, or sought the order of seizure and sale obtained on their claims. But, on the contrary, before final judgment in this suit of Harrod & Ogdens against the syndics, the widow Rousseau, the mortgagee, with more appropriate views of her rights and remedies, on the 22d of February, 1822, by her petition in the Probate Court, did show represent her claim as creditor of Poultney's estate; and by her petition of the 6th March, in the same behalf, did repre-

towards satisfying the two first notes for $32,000 and interest and costs, and taxes due. But your oratrix avers that the purchase of George M. Ogden was in fact made by the firm of Harrod and Ogdens, and for their use, and that the said George M. Ogden was but interposed as ostensible purchaser to this end; that he paid nothing separately on the price bid; and the note for $16,000, which had been previously taken up by the firm as endorsers, was intended and understood by them to be compensated in this purchase. Your oratrix admits that the terms of sale so agreed upon and so executed by the sheriff, were sanctioned by said Court, and assumed to be validated by its order; but she avers that said sale, and all the preliminary and subsequent proceedings connected with it, were and are without semblance of lawful authority, and were fraudulently contrived for the sacrifice of Poultney's estate, and to aid the purchasers in an unlawful and unjust speculation. And all said proceedings are null and void for the reasons following:

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sent that she was without legal redress to recover her demands, for the want of a legal representative of Poultney's estate. She, therefore, prayed that a curator might be appointed to said estate, and an under-tutor to his infant heirs. And in pursuance of said petition, Christian Miltenberger was appointed under-tutor to said infants, on the 26th of August, 1823, and having qualified, continued in that relation until his death, on the day of A. D., 18 : All which is herewith shown by the record of the Probate Court, Exhibit (C).

And your oratrix further shows, that after all the proceedings consummated by Harrod and Ogdens against the syndics of Poultney's estate as aforesaid; and after satisfaction of the mortgage notes, in manner and form, and to the extent shown; and after the sale of said premises to George M. Ogden, and of his sale of the seventeen lots as aforesaid; and after the death of the said George M. Ogden and Peter V. Ogden, to wit, on the 16th January, 1824, the heirs-at-law of the said Peter V. Ogden, and the sole heir-at-law of the said George M. Ogden, in conjunction with the said Charles Harrod, presented their petitions to the Probate Court of New Orleans, and not disclosing any matter or thing of the proceedings in bankruptcy on Poultney's estate, and of the suit of Harrod and Ogdens against the syndics; but estimating all these things as if they had never transpired, did set forth the sale of Rousseau to Poultney, and the notes and mortgage thereupon given, and of the endorsement of Harrod and Ogdens upon said notes; and thereupon averred, that the said Harrod and Ogdens had been compelled to pay three of said notes, "and that neither the amount of said notes, nor any part thereof had ever been repaid to them, or to their representatives." And the petitioners further declared that they were the true representatives of said "Harrod and Ogdens," and that the widow Poultney, natural tutrix of her children, had renounced the community, and on petitioner's demand, had refused payment of said notes; they therefore prayed that the said widow Poultney, as tutrix, should be cited to answer, and in the capacity of tutrix decreed to pay them $48,000, with interest and costs; "and in the mean time the mortgaged premises be seized and sold according to law," and for relief generally. The truth of this petition was attested by the oath of Francis B. Ogden, sole heir of George M. Ogden, the former purchaser. And on the next day after filing the same, the order of seizure and sale was made by the Court, without notice to any one, and at the same time a citation was ordered to issue to your oratrix. No citation appears from the record to have issued on this order; and your oratrix expressly avers, that no such citation was ever served upon her or upon her infant children; and she, your oratrix, knew nothing of the suit, nor ever appeared or plead in the cause; yet judgment by default appears to have been taken and confirmed against her in the capacity of tutrix, for $48,000.

Your oratrix has heard it subsequently reported, that some sort of verbal notice of the pendency of this proceeding was given to John R. Grymes, Esq., as the attorney of your oratrix. But she avers that though she frequently employed said Grymes as her attorney at law, that he was not her attorney in fact, and had no power of attorney for any purpose, much less the authority to dispense with process, or the service of process, for herself or children. And she is informed, and believes that he did not so assume or pretend so to do; and that if he had in fact verbal notice of said suit, that he gave it no heed, was not bound to heed it, and made no appearance or plea in the case.

In pursuance of said order of seizure and sale, a writ of execution issued on the 22d January, 1824, again to sell said land in block, as a plantation; and which sale the sheriff made on the 23d of February, 1824. And the sheriff, without any judicial order to that effect, and under private instructions of the plaintiff only, sold separately to the several proprietors, the seventeen lots previously sold to them by George M. Ogden, in June, 1822; which sale of lots again nominally produced the same sum of $7,960, on which, however, nothing was paid, it being computed to have been paid previously on the sale of the same lots in 1822, and was not therefore accounted for on the execution to the credit of Poultney's estate. The rest and remainder of said property, the sheriff again sold in block to Charles Harrod and Frances B. Ogden, for the very diminished price of $27,000. All which appears by the record herewith first presented as Exhibit (A), and the sheriff's return therein contained.

All this latter proceeding in the Probate Court as aforesaid, your oratrix expressly charges, was fraudulently contrived and executed to promote the private profit and speculation of the plaintiffs and purchasers. And the whole proceeding as entertained and adjudged was without lawful jurisdiction, and utterly null and void, in this, to wit:

1st. There was no succession of Poultney's estate in said Court or elsewhere, by which to give said Probate Court jurisdiction of the subject-matter of the suit in any form.

2d. There were no parties duly representing the estate of Poultney before the Court, and the Court had no ordinary jurisdiction of the subject-matter as presented for its action.

3d. The proceeding was a nullity, because the process and judgment were both summary and ordinary in the same action.

4th. Because no notice was given of the seizure, as by law required.

5th. Because the sale was made without appraisement.

6th. Because no notice was given of the suit, as the law required, no process being served on Poultney's heirs.

7th. Because so far as the infant heirs of Poultney were intended to be sued, they had no qualified guardian to appear for them, or to defend them.

8th. The sale by executory process was wholly null and void, because the petition sought an ordinary judgment, and which was rendered by the Court as prayed for, and thereby superseded the summary remedy via executiva.

Besides other causes of nullity to be shown at the hearing.

And your oratrix further shows, that immediately after the said Charles Harrod and Francis B. Ogden had consummated these proceedings in the Probate Court, and purchased said property as last aforesaid, they thereupon, to wit, on the 13th day of May, 1824, filed their petition in the First District Court of New Orleans, setting forth the first seizure and sale of the lands aforesaid, by Harrod and Ogdens, in their suit against the syndics of Poultney, and of the purchase made by George M. Ogden at that sale for the price of $69,000, and for $48,000 of which he gave mortgage of the same premises to the sheriff who made the sale. And petitioners further averred, that said sale was a mere nullity, because directed by a Court having no jurisdiction; and therefore further averred, that George M. Ogden acquired no title whatever by his purchase, and that the mortgage granted by him to secure the payment of $48,000, part of said purchase, was null and void. And thereupon prayed that the sheriff who held the mortgage be made a party defendant to their complaint, and that he should be required under the Court's judgment to raise the mortgage. The sheriff, on being cited, confessed the facts, and submitted the law of the case to the opinion of the Court, who thereupon, by its judgment and decree, cancelled the mortgage, and adjudged costs against the sheriff for his illegal conduct in the premises: All which appears by the record and proceedings of said Court therein, and herewith exhibited as part of this bill marked (F).

And your oratrix, for reasons before shown, concurs with the said Charles Harrod and Francis B. Ogden, in the judicial averments by them made in their petition and proceedings, as per Exhibit (F). She especially concurs in their averment, that the First District Court had no jurisdiction of the case gotten up against the syndics, and carried to judgment and execution as per record, Exhibit (E); and that all said proceedings, and the sale thereupon made to George M. Ogden, were and are simply void.

And your oratrix avers, that the legal effect of the Court's judgment in Exhibit (F), was to annul and vacate the title acquired by the said George M. Ogden, in his lifetime, at the first sheriff's sale. And she avers, as this decree was sought for and obtained by Francis B. Ogden, sole heir-at-law of the said George M. Ogden; and as he showed and represented, that he, said Francis, had subsequently acquired by purchase, to himself and Harrod, a good and satisfactory title to the same premises, he had an unquestionable right to disclaim any title by inheritance, and to have the title, so cast upon him, cancelled and set aside, as a cloud upon his and Harrod's title by pur-

chase. That this proceeding of Francis B. Ogden, was but an act of good faith to his co-purchaser, Harrod; and as the record shows that said Harrod and Francis B. Ogden confirmed the purchasers in their titles to the seventeen lots bought by them of George M. Ogden, in 1822, there were no other parties interested in the maintenance of George M. Ogden's title, and none to be prejudiced by its annulment, save the heirs of Poultney; and as sole representative of that inheritance, she objects nothing to said judgment, but affirms the same, and avers, that for all legal reasons it stands good and unimpeachable. And your oratrix shows and avers, that the judicial decree, annulling and holding for nought, the pretended title acquired by the said George M. Ogden, as aforesaid, preceded all the sales made by the said Charles Harrod and Francis B. Ogden, to the defendants herein, and to those under whom they derive title. For she avers, that all the defendants hereto, or those from whom they derive title, or so many of said defendants as have any muniment of title through the Poultney estate, have derived such title directly or indirectly from the said Charles Harrod and Francis B. Ogden, and all said titles have emanated from them, since the decree of the Court aforesaid, annulling the title of George M. Ogden, was pronounced, and which decree still remains in full force and effect. And your oratrix avers, that the said Charles Harrod and Francis B. Ogden, and all those claiming title from, through, and under them, are alike bound and concluded by said judgment and decree, and the judicial declaration of the said Charles Harrod and Francis B. Ogden, whereby they sought and obtained said decree, and cannot be heard to gainsay their truth and validity. That all these defendants have purchased, with full and exact notice, both actual and constructive, from inspection of their own pretended titles, and from admonition of the record aforesaid; that they purchased only the joint title of Charles Harrod and Francis B. Ogden, acquired as aforesaid, and that they neither did nor could derive any title whatever from George M. Ogden.

Your oratrix further shows, that the several defendants herein, either under claim of title derived as last aforesaid, or else occupying as mere trespassers, hold possession in severalty of squares, or parts of squares, or smaller divisions of lots of land, being part of the squares, *or smaller divisions of lots of land, being part of the squares* sued for, and which, in many instances, are improved to a considerable extent, with such buildings and improvements as usually are made on city property, and claim to hold the same against your oratrix, and, under various pretexts, deny the right of the heirs of Poultney to the premises. But your oratrix avers, that the right of John Poultney, Jr., to the land in controversy, at the time of his death, was undisputed, and is yet unquestionable; and that his heirs have never since sold said title, or been otherwise divested thereof, than by the illegal, fraudulent, and fictitious contrivances before shown. And said

heirs have, ever since descent cast, continued and persisted, in various ways, to assert claim to the same, as of their own proper right, duly subject to legal administrations. And in this behalf, your oratrix shows, that in 1832, she went into the Probate Court of New Orleans, and was qualified as tutrix to her infant children, Matilda, and Emily; and suggesting the death of the said Christian Miltenberger, the former under-guardian of said minors, she induced the appointment of John R. Grymes, Esq., to that office. And she thereupon proceeded, under the order of said Court, to convoke a family meeting in behalf of said minors, who thereupon determined and reported, that it was to the interest of said minors, to accept the succession of their father's estate, with benefit of inventory; and which inventory was immediately thereafter made, and reported to said Court—all which appears by record (C), herewith before exhibited. And thereupon, the said infant heirs commenced one or more suits in the State tribunals, by actions petitory, for one or more small lots or divisions of said land. But said Courts not being suitably constituted in jurisdiction to give adequate relief, and constrained in some degree from yielding due effect to the equitable right of said infant heirs, by reason of the legal rules governing the form of action instituted, and from material misapprehension of the facts, and still greater misapprehensions of the law governing the case, they adjudged these suits against said heirs.

And your oratrix further shows, that during the period of these controversies in the State Courts, to wit, on the —— day of ——, A. D. 183—, the infant Emily Poultney departed this life unmarried, childless, and intestate, and her undivided half interest in said estate descended to her sister Matilda, and to your oratrix, her mother, as her legal heirs. And thereupon afterwards, on the 15th day of July, 1837, your oratrix, and her daughter Matilda, filed their Bill in equity, in this Honorable Court, against these present defendants, or those under whom they claim, for the several lots and divisions of land as then and now claimed by defendants respectively, and which Bill was pending and progressing to hearing, under the rules of said Court, until 1846–7, when, in consequence of the death of their Solicitor, Richard Chinn, Esq., and without fault of complainants, who were then absent, and residents of Pennsylvania, their suit was dismissed at rules for want of replication to some of defendants' answers.

Doth further show that soon thereafter, to wit, on the —— day of —— —— A. D. 184—, by authentic act of donation, your oratrix did convey and release to her said daughter Matilda, all the right and interest derived to your oratrix, by inheritance as aforesaid, from the infant Emily, deceased, as will appear by said act of conveyance, herewith exhibited, marked (G), as part of this Bill.

And thereupon the said Matilda, as sole representative of Poultney's estate, on the 20th day of May, 1848, filed her Bill in the Ho-

norable Court against the same defendants herein, or those under whom these defendants claim, for recovery of the same several parcels of land as aforesaid; and which Bill was pending and being duly prosecuted to final hearing, until the —— day of ——, A. D. 1851, when the said Matilda Poultney, died, without issue, unmarried and intestate, leaving your oratrix her sole heir-at-law; and by reason of which the said suit in equity on the —— day of ——, A. D. 1852, at the instance of a defendant, and under the order of said court, was abated.

And thereupon, your oratrix being advised that material difficulties interposed against her revival of said suit, and that certain dilatory pleas therein might be avoided by a new bill; that the former case was not yet at issue, and that the delays of process on a bill of revivor, would be the same as on a new bill, and with no purpose of postponement or prejudice to the defendants, but to insure more speedy justice, your oratrix files this her original Bill against the same parties, and for the same cause of action as the last preceding bill.

And your oratrix shows and represents, that from the great number of the defendants, who make adverse pretensions to the claims of your oratrix, and from the difficulty of ascertaining the boundaries and divisions of the several lots possessed by the defendants respectively, without discovery in that behalf, and forasmuch as all the defendants' titles are derived from the same common source, and involve the same principles, and as a discovery and account are sought in the case, and to prevent multiplicity of action for the same cause —therefore, your oratrix invokes the jurisdiction of your Honorable Court in Equity, where relief in such cases is most appropriately administered.

And your oratrix shows and admits, that in some way or manner, but how she is not specially informed, the Widow Rousseau has been satisfied the price for which she sold said land to Poultney, and for the mortgage given as security—the money to pay which, your oratrix charges, has been derived from the defendants hereto, and from those under whom they claim, on sales made to them by Charles Harrod and Francis B. Ogden, of lots now held by said defendants through this source of title. And she admits that said notes and mortgage have not been legally compensated and discharged from John Poultney's estate, by any one legally representing it; and in accepting its succession, neither her children or your oratrix, has yet been able to pay or discharge the same—which payment has been postponed and prevented by reason of the defendants' injustice in withholding possession of the property mortgaged, which constitutes the principal part of said estate. The residue of said estate, real and personal, as your oratrix charges, has been seized and appropriated to satisfy other creditors, or wasted in the mal-administration to which it was subjected, under the pretended claim of power in the

syndics. But your oratrix in the recovery of the property herein sued for, is willing, that the amount of said mortgage should be compensated proportionately among the defendants, as subrogated in equity to said mortgage interest. And whatever else shall be adjudged just and equitable in allowance to the possessors of the lots sued for, for permanent and useful improvements, made in good faith, if such there be, your oratrix consents shall be off-set on account due by them to your oratrix for rents and profits.

And your oratrix shows and charges, that the lands aforesaid, so held by the defendants, which was being laid off into city lots by the Widow Rousseau, before her sale to Poultney—and which, with like plan and purpose, was being more extended by Poultney in his lifetime—and was pursued in sales made in 1822, under the pretended title of George M. Ogden—has, under the acts and sales of Charles Harrod, and Francis B. Ogden, under their pretended title of 1824, been greatly more extended, and has been improved by streets, alleys, and buildings, till it now comprises a large portion of what was recently the City of Lafayette, and now part of New Orleans. And in the modified divisions of said tract of land, it is now bounded by St. Andrew Street on the north, the Mississippi River on the east, First Street on the south, and St. Martin Street on the west; and your oratrix charges, that the land and improvements herein claimed by her, are worth at least one million dollars, besides what is due to her for rents and profits, for which she seeks an account.

Wherefore, the premises considered, and forasmuch as your oratrix cannot have adequate relief, save in your Honorable Court of Equity, she therefore prays the Court's writ of subpœna to be issued to all said defendants, the Corporation of New Orleans included, commanding them to make due appearance to this suit, at such time as by the rules of Court appointed, and then and there, upon their corporeal oaths respectively, full, true, and perfect answers make to all the matters and things herein charged, and especially to answer the following interrogatories:

1st. Do you claim, or have you in your possession, or have you, since the 15 July, 1837, ever claimed any lot or lots, market-places, public squares, church grounds, wharves, landing-places, or other divisions of ground, within the Poultney claim, as set out and described in this bill of complaint, and embraced within the following boundaries, of that part of New Orleans recently known as the City of Lafayette, namely:—St. Andrew Street on the north, the Mississipi River on the east, First Street on the south, and St. Martin Street on the west? If yea, set forth the number of each lot or division of land so claimed, how bounded, in what square, on what street, and upon which side of the street, and the size and quantity of land in each of.

2d. Set forth specially the origin of your title, subsequent to the Poultney title, and through whom you derive it, and by what sort of

transfer and chain of title. State and set forth, if you do not derive it from under the joint title of Charles Harrod and Francis B. Ogden, or if not them, show, by exhibition of title papers, from under whom else you do derive it.

3d. If you have any derivation of title from George M. Ogden, then show and set forth specially and in full.

4th. Do you trace your title to any other, or superior, original source than that derived from and through the estate of John Poultney, Jr.? If yea, set it forth.

And your oratrix prays, that, on final hearing of her cause, your Honorable Court will order an account to be taken between your oratrix and said defendants, of all the rents and profits which have accrued from the use and enjoyment of said premises, by the defendants respectively, from the time of Poultney's death till the coming in of said report. And that in stating said account, there be allowed to the defendants, in the proportion of the payments severally made by them for the lands they occupy, the amount due on the Rousseau mortgage, with an interest account on both sides, of 5 per cent. per annum. And that in taking said accounts there be likewise allowed to the several defendants, the actual cash value, at the time of taking said accounts, of all permanent and valuable improvements made by them in good faith, on the lots which they respectively claim, to be compensated from out said account, by the rents and profits of the same property. And for all balances which shall remain due to your oratrix on the account so stated, that payment thereof be decreed to her, and that she have process of execution to enforce its collection. And your oratrix further prays, that the title to all said lots and parcels of land, and the improvements thereon, be confirmed to her as her property, and the pretended titles of the defendants annulled and cancelled. And that by the Court's writ of assistance, or other process, she be put into the quiet and peaceable possession of all the premises.

And that your Honors grant to your oratrix all such other and further relief, to which the equity of her case shall entitle her. And as in duty bound, etc.

JOHN HENDERSON,
Solicitor for Complainant.

Filed September 11, 1852.

21 February, 1853. Bill dismissed, on motion of Compl'ts Solicitor, as to James Brewer, William Barnes, William Brown, G. C. Brower, Edward Brown, M. H. Church, Dan'l R. Carroll, Frederick Furst, Edward Flood, Levy H. Gayle, James Gallier, Sarah Gilmore, Mrs. E. E. Goodwin, Henderson Gilmore, John Henry, Israel C. Harris, William Kemble, J. D. Lazier, J. McCarry, Joseph Muller, — Miller (of Auch & Miller), Francis Marques, Robt. T. McMasters, Armistead & Mallard, Charles E. Mount, Pierre Pailhes, J. R. Red-

dell, Mrs. V. Soniat, T. W. Schmidt, Samuel A. Shumway, George Shawbridge, Heirs of Edward Turner, Saml. H. Turner, Emily N. Turner, Mortimer Turner, Dan'l L. Windser.

Attest,

J. W. GURLEY,
Clerk.

Exhibit A; filed, with Bill, 11*th Sept.*, 1852.

CHARLES HARROD and others
v.
WIDOW POULTNEY,
Tutrix of Mathilda and Emilie Poultney, infants, and heirs of John Poultney deceased.

Filed, January 16th, 1824.

To the Hon'ble James Pitot, Judge of the Court of Probates for the Parish and City of New Orleans.

The petition of Charles Harrod, of said city, merchant, surviving partner of the late firm of Harrod & Ogdens, Georgiana F. B. Ogden, only child and heir of George M. Ogden, late of said city, deceased, by Euphrosine Merieult, widow of said George M. Ogden, and mother and tutrix of said Georgiana F. B. Ogden, an infant, under the age of puberty, and Henry D. Ogden, only son and heir of Peter V. Ogden, late of said city, deceased, by Celeste Duplessis, widow of said Peter V. Ogden, and mother and tutrix of the said Henry D. Ogden, an infant, and under the age of puberty, and of the said Charles Harrod, Euphrosine Merieult, and of Francis B. Ogden, of said city, executors and executrix of the last will of said G. M. Ogden,

Humbly showeth:

That, on the 27th day of May, 1818, at said New Orleans, John Poultney, Junior, late of said city, made his three several promissory notes, by one of which notes he, the said Poultney, promised, twelve months after date, to pay to the order of Harrod and Ogdens sixteen thousand dollars for value received; and by another of which said notes the said Poultney promised, two years after date, to pay to the order of said Harrod and Ogdens the further sum of sixteen thousand dollars for value received, and, by the other of which promissory notes, the said Poultney promised, four years after date, to pay to the order of said Harrod and Ogdens the sum of sixteen thousand dollars for value received—all of which said notes the said Poultney then and there delivered to the said Harrod and Ogdens, who endorsed the same to the Widow Rousseau.

Your petitioners show, that the said notes were given as part of the purchase-money of a plantation hereinafter mentioned and described, and that, to secure the payment of said promissory notes,

the said John Poultney did by act passed before Michel de Armas, notary public, on the 27th day of May, 1818, specially mortgage and hypothecate to Catiche Millet, widow of George Rousseau, a plantation, situated about half a league, above the said city, and on the same side of the river, having about ten arpents front to the river on the whole depth, which may belong to it according to the titles, the said plantation closing in the river where it terminates on a point according to a plan made by the late B. Lafon, Surveyor, dated the 10th January, 1806, bounded on the upper side by the plantation of Mr. Livandais, and on the lower side by land now or formerly belonging to the Ursuline Nuns, and established as a faubourg, with all the buildings thereon and appurtenances thereto belonging, excepting certain lots mentioned in said act, which had been sold to John R. Smith, Alexander H. Smith, and Patrick Wade, Junior, as by the said act hereunto annexed will more fully appear. And your petitioners further show, that in and by the said act, it was agreed expressly, that, in the event of said notes, or any of them, not being paid by the said John Poultney, Jr., and that the same should be taken up by the said Harrod and Ogdens, the endorsers, that they should be subrogated to all the rights of the said Widow Rousseau. Your petitioners further show, that the said John Poultney, Junior, failed to pay the three promissory notes above mentioned, and that the said Harrod & Ogdens were compelled to take up and pay the same, and that neither the amount of said notes, nor any part thereof, has ever been repaid to them or to their representatives, whereby they became subrogated to the said mortgage and to all the rights and privileges of the said Widow Rousseau. Your petitioners show that they are the sole representatives of said Harrod and Ogdens, and that the said John Poultney, Junior, departed this life on the 23d day of October, 1819, leaving his widow and two children, named Mathilda and Emilie, both infants, under the age of twelve years; that the said widow, on the 25th day of January, 1820, renounced the community, which had subsisted between her and the said John Poultney, Jr., and that she is the natural tutrix of the said infants, Mathilda and Emilie; that your petitioners have demanded of the said Widow Poultney payment of said notes, which has been refused.

Wherefore your petitioners pray, that the said Widow Poultney, as tutrix of the said infants, Mathilde and Emilie, may be cited to answer this petition, and that she may in that capacity be decreed to pay the aforesaid sum of forty-eight thousand dollars *dollars*, with interest and costs; and in the meantime, that the mortgaged premises be seized and sold according to law, and for all further and equitable and necessary relief, &c.

(Signed) S. LIVERMORE,
For Petitioners.

Francis B. Ogden, one of the petitioners, maketh oath and saith, that the material allegations set forth in the foregoing petition are true; and that the heirs of John Poultney, named in said petition, are justly indebted to the petitioners in the sum of forty-eight thousand dollars, inclusive of interest; and that no part thereof has been paid by said heirs.

(Signed) F. B. OGDEN.

Sworn and subscribed before me, N. O., 16th January, 1824.

(Signed) MARTIN BLACHE,
Rg'ter of Wills.

Let the defendant be cited to answer the within petition, and in the meantime let the mortgaged premises be seized and sold by the sheriff, according to law.

(Signed) J. PITOT,
Judge.

New Orleans, 17th Jan'ry, 1824.

On motion of Samuel Livermore, of counsel for pl'ffs, it is ordered by the Court, that the judgment by default entered in this case, on the 27th of February last, be now confirmed, viz.: That the said Widow Poultney, as natural tutrix of her minor childern, Mathilde and Emilie Poultney, do pay to the said plaintiffs the sum of forty-eight thousand dollars, being the amount of the three promissory notes annexed to their petition, with interest, from the judicial demand, and costs of suit, agreeably to the prayer of said petition.

(Signed) J. PITOT,
Judge.

New Orleans, 15th March, 1824.

(Translated from the French.)

Filed 16th January, 1824.

Personally came and appeared before me, Michel de Armas, the undersigned Notary Public, residing in the City of New Orleans, State of Louisiana, United States of America; and in presence of the witnesses hereinafter named and undersigned.

Mrs. Catiche Millet, widow of Mr. Pierre George Rousseau, a resident of the Parish of New Orleans, and who by these presents has sold, ceded, and transferred, now and forever, with full guarantee against all disturbances, debts, mortgages, evictions, alienations, or other incumbrances whatsoever.

Unto John Poultney, a merchant, residing in this said city; present, and accepting purchaser for himself, his heirs and assigns: a tract of land situated about half a league above this city and on the same bank of the river, measuring about ten arpents front to the river, with the whole depth belonging to the same, according to the

titles of said tract of land closing in the rear and terminating in a point, according to the plan drawn by B. Lafon, dated 10th January, 1806, and adjoining above, the land of Livandais, Jr., and below, the land formerly belonged to the Religious Nuns, and now established and known as Annunciation Faubourg, together with the dwelling-house, buildings and improvements thereon, with no reservation whatever, in favor of said vendor; all which premises are well known to the said purchaser, who declares to have seen and visited the said premises, and wishes no further description thereof.

Said vendor expressly declares that said land is sold by her, together with the rights and charges to which the same may be subject, and such as said tract of land exists and extends, of the extents called for according to the titles, and with no guarantee as to measurement; so that, should the measure fall short, it will be the loss of the purchaser, and the excess of measure, if any, will revert to benefit and advantage of said purchaser.

Said vendor declares that her said mother, Widow Parris, from whom she derives her title to said tract of land, had caused to be divided, that portion of said plantation, fronting the road, and caused to be drawn a plan, and subsequently a prospectus of the same, bearing date the twenty-third day of May, eighteen hundred and thirteen, both of which were deposited in the office of Pierre Pedesclaux, then a Notary Public, in this city; that said plan is at present mislaid, and that the prospectus is to be found annexed to the act of sale executed by her, said widow Parris, before said Pedesclaux, Notary as aforesaid, in favor or Lazard Peynatel, dated the 26th May, eighteen hundred and thirteen; that her said mother, as aforesaid, and subsequently this vendor, have sold such portions and lots from said tract of land, as will hereinafter be mentioned, and according to the aforesaid plan and prospectus; which said prospectus reads literally as follows, to wit:

"The undersigned Mrs. Widow Parris, offers for sale the front lots of her plantation, beginning from the road, according to the plan hereto annexed and deposited; she grants to such and every purchaser of any of said lots, the right of taking from the batture, the necessary sand to be used for the filling up of said lots, and in the construction of any buildings on the same, and of the adjoining roads, provided that said sand shall not be carried beyond the limits of said plantation, or bargained and traded away, and provided, said sand be taken near the water's edge, and in such places where no injury can result to the levee; said widow Parris reserving for herself, her heirs and assigns, the ownership of the bank of the river, and undertaking and assuming the charge of the maintainance of the levee, until by a new or complete division, she be induced to make a formal abandonment of the ownership of the bank of the river as aforesaid; and in that event the maintainance of said levee, and the

work and labor to be performed on the same, shall then be for account of the owners, hereinafter mentioned for their share.

"New Orleans, twenty-third May, eighteen hundred and thirteen.

(Signed) "WIDOW PARRIS."

The said vendor, in order to supply and replace the plan which is mislaid, as above stated, has caused to be made by Mr. Potier, Surveyor, who had been intrusted with the aforesaid division into lots aforementioned, and with the drawing of a new plan, according to the field notes in his possession; which said plan, executed as correctly as it could be made with said notes as aforesaid, is annexed to these presents only for the purpose of establishing the division into lots, which has been made, of a portion of said tract of land, after having been signed *Ne varietur*, by the parties, and by the undersigned notary and witnesses, and noting, in these presents, the fact that said plan is hereto annexed.

The portions and lots sold by said Mrs. Parris, are the following, to wit: The lots designated on said plan by Nos. forty-seven, fifty-four, and fifty-five, sold to Lazard Pignatel, as per act, dated the twenty-sixth day of May, eighteen hundred and thirteen, and before Pierre Pedesclaux, Notary Public; lots Nos. twenty-three, twenty-four, and thirty-four; and also a portion of land, measuring forty feet front, by twelve hundred feet, English measure, in depth, and adjoining Livandais' plantation, sold to John K. Smith, as per act, also before Pierre Pedesclaux, Notary Public, on the twenty-sixth day of May, eighteen hundred and thirteen; lots Nos. one, two, three, four, five, six, seven, twenty-five, and thirty-five, to Alexander Hamilton Smith, as per act, before said Pierre Pedesclaux, Notary Public, as aforesaid, on the tenth of July, eighteen hundred and thirteen; lots Nos. eighteen, nineteen, twenty, twenty-one, twenty-two, and twenty-three, to Patrick Wale, Junior, per act, before said notary, Pierre Pedesclaux, on the fifteenth day of September, eighteen hundred and thirteen; and finally, lots numbers forty-four, and seventy-six, and a portion, forty feet front by eighty in depth, bounded on the one side by land of Livandais, and on the other, by land of this vendor, in continuation and adjoining the portion sold to Smith, on the sixth of May, eighteen hundred and thirteen; and the other portion sold to said Smith, per another act, before the same notary, said P. Pedesclaux, on the fifteenth of June, eighteen hundred and thirteen.

The lots sold by said vendor, are numbers seventy-seven and seventy-eight, to Lazard Pignatil, as per act, before Philippe Pedesclaux, Notary Public, on the twenty-eighth day of February, eighteen hundred and seventeen, which said lots and portion of land as aforesaid, are the only objects excepted from and by the present sale, and said vendor, for the balance or remainder of said land, by these presents, subrogates the purchaser to all the rights and actions, of whatever character she has, or may have, as owner of said land, the

object of these presents, and particularly, to her rights in and to the said batture actually existing and formed; a portion of which said batture has accrued, and has been enclosed by a levee (since the drawing of the said plan, drawn by Potier, in eighteen hundred and thirteen), in front of said land, between the public road and the marginal bank or edge of the river, and likewise to the increase or accessions which said batture may acquire hereafter.

And said purchaser, from this date, and by virtue of these presents, to have and to hold, and dispose of the whole premises as unto him belonging, in absolute ownership—said purchaser acknowledging possession of all which is hereby sold unto him, with the exception of the dwelling-house and buildings thereunto belonging, and the garden, near the woods, the possession and enjoyment of which this vendor retains until the first of January next, obligating and binding herself to keep up and repair the levee and the road, and to preserve the same in good order and condition, during the whole period she will enjoy the same as aforesaid—to the exclusion of the sugar-house.

The land and other appurtenances now sold, belong to the said vendor, by inheritance from the said mother, Mrs. Marguerite Wiltz, widow by first marriage of Mr. Millet, her father, deceased, and by second marriage of Hyacinthe Parris, deceased; said vendor being the only child, and therefore, the sole heir of her mother, deceased, ab intestate.

Said Mrs. Widow Parris, was owner of said land, for having inherited of eight arpents in front, from Mr. Hyacinthe Parris, by virtue of the testament of the latter, dated the twenty-fourth August, seventeen hundred and seventy-six, before Fernandoz Rodriguez, then a notary public, in said city, by which said testament, Mr. Parris was instituted his sole heir; and for having acquired from Jacques Livandais, two more arpents, in front, and adjoining the eight aforementioned arpents, as her act before Pierre Pedesclaux, on the fourteenth September, seventeen hundred and ninety-seven.

Mr. Hyacinthe Parris was owner of the eight arpents of land aforesaid, by purchase from Etienne Vaugine de Nierman, by act dated the second of August, seventeen hundred and seventy-nine, before I. Bt. Garic, then a notary.

Mr. Livandais was owner of the aforesaid two arpents, for having acquired the same, together with a greater extent of land, from Mrs. Widow de Daronde, as her act, dated seventeen hundred and sixty-nine, before J. Bte. Garie, then a notary.

The purchaser acknowledges to have received from the present vendor, 1. The act of sale executed before Pierre Pedesclaux, on the fourteenth September, seventeen hundred and ninety-seven, by Jacques Livandais, to Mrs. Widow Parris, of two arpents of land, forming a part of the land now sold. 2. The act of sale of Etienne Vaugine Nierman, to Hyacinthe Parris, of eight arpents of land, forming the other part of the land now sold, passed before I.

Bte. Garie, on the second day of August, seventeen hundred and seventy-nine. 3. The act of sale of the eight arpents of land, by Augustin Chantalon, and Marguerite Songy, his wife, to De Vaugine and Mrs. Pelagie Petit de Levilliers, passed before J. B. Garie, the twenty-eighth day of March, one thousand seven hundred and fifty-eight. 4. The original act of sale executed the twelfth day of September, seventeen hundred and fifty-three, by Louis Xavier Delino, Mrs. Magdeleine Broutin, his wife, to Augustin Chantalon, and Mrs. Marguerite Songy, his wife, said sale being under private signature, from the fact, and because said Chantelon, was, at that period, the only notary in the State of Louisiana—of six arpents, forming part of the eight arpents aforementioned. 5. A plan of the front of said land, and process verbal of survey of said land now sold, both executed on the twenty-fourth day of March, eighteen hundred and three, by Mr. Gilbert Guillemard, surveyor, duly commissioned by the government. 6. And finally, another plan drawn in conformity with the preceding plan, and representing the prolongation in depth of said land to the point where the same closes, drawn by Mr. Barthelemy Lafon, surveyor, on the tenth day of February, eighteen hundred and six.

As to the other titles, the purchaser shall not require the delivery of the same from the vendor, who declares having handed, in good faith, all those in her possession; but the purchaser will be at liberty to obtain the same, in whose possession soever they may be found, or cause copies or extracts thereof to be made at his expense.

This sale is made under condition, that the purchaser, who binds himself by these presents, shall suffer and bear the passive, apparent, or non-apparent servitudes, with which the land, now sold, may be burthened, with the right of defending and protecting himself from the same—and he shall avail himself of, and claim the active servitudes, at his own risk, peril, and chance.

And moreover, in consideration of the sum of one hundred thousand dollars—on acct. of which the vendor acknowledges to have received in cash, previous to the execution of these presents, and out of the sight and presence of the undersigned, notary and witnesses —the sum of twenty thousand dollars, from the present purchaser, for whose benefit she, said vendor, hereby grants good and valid acquittance and discharge; renouncing to the benefit of the law, non numerata pecunia, and other laws relative thereto; and, as to the sum of eighty thousand dollars, the remaining sum making up the full price of the present sale, the purchaser promises and obligates himself to pay the sum to the said vendor, or her assigns, in five equal payments, or annual instalments, of sixteen thousand dollars each; the first to fall due and be requirable in one year,—the second in two years,—the third in three years,—the fourth in four years, and the fifth and last in five years, from date of these presents; and in order to facilitate the said vendor in the disposal and

transfer of said several claims and obligations, the purchaser has forthwith furnished and delivered to said vendor, five several promissory notes—said vendor acknowledging the receipt thereof, and granting full acquittance therefor—the same being subscribed this date, by said purchaser, to the order of Messrs. Harrod & Ogdens, and by them endorsed, each for the sum of sixteen thousand dollars, payable at the periods hereinbefore stipulated and determined; said five notes being signed and paraphed "ne varietur" by the undersigned notary, according to law.

And, for security of the faithful and punctual payment of all, and each of said notes, when severally due, the said purchaser consents, that the object of the present sale, as also, the improvements which may hereafter be made thereon, be and the same are hereby by privilege, specially hypothecated.

It is expressly agreed, between the parties, that in case the purchaser should not pay one, or several, or all said notes, when due and payable, and should the endorsers be obliged to pay the same, then said endorsers shall be subrogated to all the rights, actions, privileges and mortgages of said vendor for the amount of the said notes, which said endorser might be compelled to take up and pay, by default of payment by the drawer thereof, without the execution of any other act to this effect.

It is further expressly agreed, between the parties hereto, that the purchaser, upon the mere delivery, which shall be made by him, to the Recorder of mortgages for this city, of all and each of said notes which he will have paid and withdrawn, will be entitled to claim said mortgage to be erased, to the extent of the amount of the notes by him thus paid and withdrawn; which said notes shall remain as evidence, in the hands and possession of the said recorder, who by making said erasures will be well and lawfully released.

According to the certificate of the recorder of mortgages of this city, of date, the property now sold is subject to no mortgage inscribed against the vendor.

Thus stipulating, promising, obligating, renouncing, &c.

Executed and passed at the City of New Orleans, on the plantation of the lady vendor, this 27th day of May, one thousand eight hundred and eighteen, and the forty-second year of the American Independence, in the presence of Messrs. John K. West and Richard Harrison, and also of Messrs. Laurent, Rousseau, and Pierre Andre Rousseau, witnesses, specially required for the purpose, and residing in said city, and who have signed with the parties and the notary, after reading of the whole.

(Signed) Widow Rousseau, John Poultney, John K. West, P. Rousseau, Richard Harrison, S. Rousseau, and Michael de Armas, Notary Public.

I do hereby certify the foregoing to be a true copy of the original deposited in my office.

Witness my hand and my seal of office, at the City of New Orleans, this sixteenth day of January, eighteen hundred and twenty-four.

[L. S.] (Signed) FELIX DE ARMAS,
Notary Public.

Certificate.

Clerk's Office, United States C't Court.

I do hereby certify the above and foregoing fifteen pages to be a true and faithful translation of so much of said Exhibit A, from the French language.

Attest,

F. C. LAVILLE,
D'y Cl'k.

Court of Probates.

Estate of the late J. Poultney.

Order of Court.

Let a copy of that petition be served on the Widow Poultney, and let her be notified to show cause within ten days why an under-guardian should not be appointed to the minor children, as prayed for.

(Signed) J. PITOT,
Judge.

I do hereby certify the above.

(Signed) MARTIN BLACHE,
Register of Wills.

NEW ORLEANS, 6th March, 1822.

Served copy of the within order on the Widow Poultney; March 11th, 1822.

Returned, 12th March, 1822.

J. H. HOLLAND,
D'y Sheriff.

Friday, 27th February, 1824.

Present: The Hon'ble J. Pitot, Judge.

CHARLES HARROD & als.
v.
The WIDOW & HEIRS of JOHN POULTNEY, Jr.

On motion of Samuel Livermore, of counsel for the plaintiffs, it is ordered by the Court, that judgment by default be entered in this case against the defendants.

Filed 6th March, 1824.

$16,000.

NEW ORLEANS, 27th May, 1818.

Two years after date, I promise to pay to the order of Messrs. Harrod & Ogdens, sixteen thousand dollars, for value received.

(Signed) JOHN POULTNEY, JR.

$16,000.

NEW ORLEANS, 27th May. 1818.

Twelve months after date, I promise to pay to the order of Messrs. Harrod & Ogdens, sixteen thousand dollars, for value received.

(Signed) JOHN POULTNEY, JR.

$16,000.

NEW ORLEANS, 27th May, 1818.

Four years after date, I promise to pay to the order of Messrs. Harrod & Ogdens, sixteen thousand dollars, for value received.

(Signed) JOHN POULTNEY, JR.

The State of Louisiana.

To

The Sheriff of the Parish of ——, and City of New Orleans:

CHARLES HARROD and others
v.
The WIDOW POULTNEY, tutrix of her minor children, heirs of JOHN POULTNEY, deceased.

You are hereby commanded to make seizure and sale of a certain tract of land or plantation, situated at about half a league above the City of New Orleans, and on the same bank of the river, measuring about ten arpents front to the river, on the whole depth which may belong to it, according to the titles; the said land or plantation closing in the rear, where it terminates in a point, according to a plan made by B. Lafon, surveyor, dated 10th January, 1806, bounded on the upper side by Mr. Livondais' plantation, and on the lower side by land now or formerly belonging to the Ursuline Nuns, and now established as a suburb, with all the buildings thereon, and appurtenances thereto, excepting the lots numbered twenty-three, twenty-four, and thirty-four, and a portion of land measuring forty feet by twelve hundred English feet in depth, adjoining Livandais' plantation, the property of John K. Smith, the lots numbered one, two, three, four, five, six, seven, twenty-five, and thirty-five, belonging to Alexander Hamilton Smith, and the lots numbered eighteen,

nineteen, twenty, twenty-one, twenty-two, and twenty-three, belonging to Patrick Wale, junior;—and what you do in the premises, you make return thereof to our Court of Probates for the Parish and City of New Orleans, on the last Monday of March next.

Witness the Hon'ble James Pitot, Judge of the Court of Probates, on this twenty-second of January, in the year of our Lord one thousand eight hundred and twenty-four.

(Signed) MARTIN BLAKE,
Register of Wills.

Seized, a certain tract of land or plantation, situated at about half a league above the City of New-Orleans, on the same bank, measuring about ten arpents front on the river, on the whole depth which may belong to it, according to the titles; the said land or plantation closing in the rear, where it terminates in a point, according to a plan made by B. Lafon, surveyor, dated 10th January, 1806, bounded on the upper side by Mr. Livandais' plantation, and on the lower side by lands now or formerly belonging to the Ursuline Nuns, and now established as a suburb, with all the buildings therein and appurtenances thereto, excepting the lots numbered 23, 24, and 34, and a portion of land measuring 40 feet by 1200 English feet in depth, adjoining Mr. Livandais' plantation, the property now or late of J. K. Smith, the lots No. 1, 2, 3, 4, 5, 6, 7, 25, and 35, belonging now or formerly to Patrick Wale, Jr. Also excepted therefrom, seventeen lots sold to sundry persons on the 25th and 26th June, 1822, as follows, to wit:

Lot No.	9	to W. C. Withers,	for	$650
	10	" M'lle Therese Pierré,	"	470
	15	" Gouband,	"	480
	16	" T. Laizer,	"	490
	17	" Do.	"	560
	28	" W. C. Withers,	"	440
	29	" M'e Borges,	"	390
	30	" Cha's Genois,	"	380
	38	" W. C. Withers,	"	300
	39	" M'e Antonio,	"	300
	45	" T. Angor,	"	340
	48	" A. Gap,	"	310
	52	" Th's Lamb,	"	310
	13	" Cha's Genois,	"	600
	11 & 12	" M'e Borges,	"	1,000
	8	" Laurette,	"	640
				$7,969

Which lots were sold again this twenty-third day of February, 1824, to the same persons for seven thousand nine hundred and sixty dollars, and, having exposed the remainder of the plantation aforesaid

to public sale, according to law, on the same day, Cha's Harrod and F. B. Ogden became the purchasers thereof for the price of

Twenty-seven thousand dollars, .	$27,000 00
Deduct sheriff's charges, comm'on, &c.,	268 75
Nett proceeds,	$26,731 25

Which sum of twenty-six thousand seven hundred and thirty-one dollars and twenty-five cents I left in the hands of the plaintiffs, as per receipt of F. B. Ogden, they having obtained a judgment from this honorable Court on the 6th of March, 1824, for $48,000.

Returned 24 April, 1824.

(Signed) G. W. MORGAN,
Sheriff.

On motion of Sam'l Livermore, of counsel for plaintiffs, it is ordered by the Court that the judgment by default, entered in this case, on the 27th of February last, be now confirmed, viz.: That the said Widow Poultney, as natural tutrix of her minor children, Mathilda and Emilie Poultney, do pay to the said plaintiffs the sum of forty-eight thousand dollars, being the amount of the three promissory notes annexed to their petition, with interest from the judicial demand, and costs of suit, agreeably to the prayer of the petition.

(Signed) J. PITOT,
New Orleans, 15th March, 1824. Judge.

I, Pierre M. Bertin, Deputy Clerk of the Second District Court of New Orleans, State of Louisiana, in which said Court have been transferred by law all the proceedings, suit, and papers, of the late Court of Probates in and for the Parish and City of New Orleans, which, by the new organization of the Judiciary of the State of Louisiana, has ceased to exist, do hereby certify the foregoing to be a full and complete transcript of the record of the suit, entitled "Charles Harrod and others *v.* The Widow Poultney, tutrix of Mathilda and Emilie Poultney, infants, and heirs of John Poultney, deceased."

In testimony whereof I have hereunto set my hand and affixed the seal of said Second District Court of New Orleans, this 22d day of April, A. D. 1848, and the 72d year of the Independence of the United States of America.

[L. S.] (Signed) P. M. BERTIN,
D'y Clerk.

Exhibit B; filed, with Bill, 11th Sept. 1852.

State of Louisiana, Fifth District Court of New Orleans. No. 2274.

JOHN POULTNEY, JR.
v.
his CREDITORS.

Petition filed, 26th April, 1819.

To the Honble. Joshua Lewis, Judge of the District Court, in and for the First Judicial District.

The petition of John Poultney, Jr., of New Orleans, merchant, showeth:

That your petitioner, from causes utterly beyond his control, finds himself unable to pay his debts, and obliged to have recourse to the laws for relief, in order that by the assistance which they afford, he may ultimately be enabled to pay them.

He, therefore, prays that a meeting of his creditors be convened at the office of some notary, to take into consideration the affairs of your petitioner, and the proposition which he makes to them for a respite of two and three years for the payment of his debts. That all proceedings against his person and property be in the meantime stayed, and that such other aid and relief be accorded to him, as the nature of the case may require.

(Signed) DUNCAN & GRYMES,
For Pet'r.

Affidavit.

John Poultney, Jr., being duly sworn, declares, that the annexed schedule contains as correct a statement of his affairs as he is at present able to make, and that he will from time to time make such amendments and alterations, as he may hereafter discovered to be necessary.

(Signed) JOHN POULTNEY, JR.

Sworn and subscribed before me, this 26th day of April, 1819.
(Signed) JOSHUA LEWIS.

Order.

It is ordered that a meeting of the creditors of the petitioner be had, at the office of John Lynd, Esqr., Not. Public, due notice thereof being first given, for the object named in the petition, and in the

meantime all proceedings against the person and estate of the petitioner are stayed.

J. W. Hawkens, Esq., is appointed to represent the interest of the absent creditors.

(Signed) JOSHUA LEWIS.

26th April, 1819.

Schedule of the affairs of John Poultney, Jr. Filed with petition, 26th April, 1819.

Debts due to John Poultney, Jr.

To Benjamin Hazzle,	31 33	
" Robin,	6 00	
" Pierre Lamothe,	34 00	
" Samuel Black,	200 19	
" Poultney & Cumming,	4,483 36	
" S. D. Earle,	20 00	
" Wm. Wilson,	10 00	
" Pierre Vincent,	37 22	
" C. L. Henderson,	20 00	
" Peter Duncan,	11 00	
" Gauffiun & Navarre,	159 61	
		$ 5,012 71
" Garicus & Marshall,	4 00	
" Bertonniere,	6 00	
" Estate of Daniel Clarke,	1,245 08	
" I. B. Lessassier,	100 11	
" Louis Lecesne,	17 00	
" Alex. Wilson,	11 13	
" Patrick D. Foley,	339 67	
" Estate of Philip Zerban,	132 09½	
" Dr. M. Cunningham,	144 56	
" Thomas C. Wright, (Geo. Town, B. Ca.,)	3,142 88	
" Collens & Shipley,	46 54	
" Joseph Fry,	30 00	
		5,219 06½
" Henry Stagg,	10 00	
" David Munroe,	6 00	
" Magnet,	154 35	
" Edward Brooks,	1,134 34	
" Joseph Larionda,	5 00	
" B. Farre,	12 00	
" Jos. Rogers,	49 39	
" François Langlois,	16 00	
" William H. Robertson,	500 67½	
" François De Labasterie,	73 58	
" G. W. Field,	363 71	
		2,326 04½
Am't carried forward,		$12,557 82

Debts due by John Poultney, Jun'r.

By James Mayer,	24 66		
" Jacob C. Cook, Kentucky,	14 02		
" Daniel D. Smith,	453 88		
" Geo. Hamilton, Ouachita,	2 00		
" Wm. R. Richards, Natchez,	51 28		
" Kenny Laverty,	59 61		
" Peter Reaud,	2 35		
" Brecken & Semple, St. Francisville,	110 90		
" Estate of William Steele,	16 28		
" Archibald McGehee, Bayou Sarah,	36 53		
		$ 771	51
" Estate of Poultney & Cumming,	876 52		
" John James, Philad'a,	12 00		
" Syndics of Ed. Brooks,	1,808 93½		
" Estate of Ed. Brooks,	45 81		
" R. Pamur, about	100 00		
" Richardson & Fisk,	128 10		
" Henry Turner, Natchez, about	8,235 46		
" Hagan & Milton, about	40 00		
" Fort & Clement,	17 00		
" R. D. Shepherd & Co., about	354 00		
" Wm. M. & J. W. Hyde,	14 00		
		11,632	29½
" Planche & Courcelle,	44 36		
" Dubourg & Baron,	18 22		
" Bone, Brothers & Co.,	24 00		
" Bealey & Greeves,	232 80		
" David McCaul, Bayou Sarah,	9 83		
" William Carry, Natchez,	68 48		
" Brehan & Hutchings, Hunksville, T.	997 59		
" Robert T. Turnbull, Charleston, S. C.,	213 60		
" Samuel Ivey & Co., Natchez,	2 02		
" Patrick Norris, about	984 92		
" Hubert & Toiry,	4 00		
" B. F. Cook & Brothers, Kentucky, about	350 00		
		2,949	80
Am't carried forward,		$15,353	60½

Debts due to John Poultney, Jr.

To am't brought forward,		$12,557	82
" J. W. Cox,	20		
" J. W. Collins,	5 43		
" Almaza Hague,	20		

" Thos. H. Whitney,		171 32½	
" John Gourgon, Sen.,		50 "	
" C. M. Audibert,		7 18	
" Gallarde,		10 "	
" Sam'l C. Young,		9 "	
" Geo. Green, Baltimore,		8 "	
			300 93½
" Brig Argonault & owners,		17 50	
" T. P. Bradford,		2 25	
" Patrick Mahony,		10 00	
" Anthony Slater, & Co., Philad'a,		10 34	
" Jas. Prosper,		44 57	
" Geo. Simpson, Jr. & Co.,		69 07	
" Jas. Merieult,		10 —	
" Minie Laronde,		7 "	
" Geo. W. C. C. Clariborne,		57 75	
			228 48
" Peter Pedisclaux,		10 "	
" Thomas & Brothers,		21 25	
" Latour & Laclotte,		60 24	
" David McGlade,		58 84	
" Thomas & Sylvester,		20 29	
" Sam'l Woodridge,		12 —	
" Benj. W. Casey,		114 77	
" C. B. Dufau,		18 "	
" Major John Armstrong,		19 "	
" John Trumble,		69 31	
" C. Adams,		20	
" Lewis & Lee,		7	
			430 70
Amount carried forward,			13,517 93½

Debts due by John Poultney, Jr.

By am't brought forward,			15,353 60½
" McNiel, Fisk, & Rutherford,		58 75	
" David & Beauregard,		47 50	
" Taylor & Purdon,		6 26	
" Valin Sylers, about		11 53	
" W. & D. Flower,		7 "	
" Jas. Trent, about		500 —	
" Foole, Huntingdon & Co., Natchez,		36 05	
" William Waters,		58 88	
" Richard J. Covendon,		2590 41	
			3,316 38
" Montgomery & Stringer,		19 "	
" I. B. Perrault, about		315 "	
" Hart & Gorham, about		169 12	

" M. White & Co., ...	7 15		
" Peter & Williams, Natchez, about .	2000 00		
" Mathew Mathews, Philad'a, about .	700 "		
" J. L. Plowman, Philad'a, about .	125 "		
" Wm. Mitchell, Baltimore, about .	50 "		
" Wm. Humphreys, about . . .	66 24		
" Thos. Banset, ...	20 00		
" Benj. Levy & Co., about . .	50 "		
" Alex. Prieur, ditto . . .	50 "		
" Spencert Lee, ...	20 40		
		3,591	91
Am't carried to page 24, . .		$22,261	89

Debts due to John Poultney, Jr.

To am't brought forward, . . .		$13,517	93½
" Baily Kinters, ...	112 50		
" Sam'l Harrison, Phila., . . .	349 37		
" Cha's Meniors, ...	56 00		
" Noble Johnson & Co., State of Miss.,	214 46		
" John Turpin, ...	77 49		
" Antoine Bienvenu, ...	4 50		
" David Files, St. Stephens, . .	1,746 40		
" Jacob Trimble, ...	170 00		
" Wm. Browners, ...	15 00		
" John R. Grymes, ...	222 00		
		2,967	72
" Major E. S. Platt, ...	54 80		
" Judge Joshua Lewis, . . .	9 46		
" Rivarde, Sr., ...	10 00		
" Abijah Hull & Co., Natchez, . .	52 06		
" Assignees of Jas. Steele, Jr., . .	158 62		
" Col. Wm. Walton, ...	58 00		
" Porter & Deheystor, . . .	62 93		
" Thos. Clayton, Phila., ab't, . .	228 88		
" Abner L. Duncan, ...	12		
		646	75
" Conrad Hause, Philada., . . .	134 41		
" Pryor & Richards, about, . .	215 71		
" Mayloire Guichard, about, . .	67 00		
" United States, ...	136 00		
" Wm. Withers, ...	13 98		
" Peter A. Brown, Philada., about, .	1,300		
" Thos. M. Coffin, ...	20 00		
" Ship Henry Sewell and owners, ab't,	3,415 58		
" Sch'r Mary Ann and owners, . .	47 95		
" John Field, Kentucky, about, . .	2,918 49		

" Lewis T. Beauregard, . . .	5,301 04	
		13,570 16
Am't carried forward, . . .		$30,702 56½

Debts due to John Poultney, Jr.

To am't bro't forward, . . .		$30,702 56½
" R. Mann, Philada., ab't, . .	353 35	
" John R. Wert, ...	2,000 00	
" Col. Andrew Hymes, Nashville, .	45 07	
" Estate of Major Priestly, . .	1,174 85	
" Munee and Steen, Natchez, . .	23 71	
" Gilly and Ryon, ...	42 81	
" Jas. Barrett, Attakapas, . . .	2,194 12	
" Ed. Turner, Natchez, . . .	8 75	
" Sam'l Elkins, ...	304 55	
		$6,147 21
" Adv. per Brig Alabama, . . .	1,057 82	
" Adv. per " Argo, . . .	1,374 47	
" Jno. Scott, Bayou Sarah, . .	11 42	
" W. C. Poultney & Co., Mobile, .	60 41	
" John Clay, about, ...	500 00	
" Hugh M'Entrie, Natchez, . .	82 31	
" Aaron Staunton, ditto, . . .	90 44	
" Beranville, ...	66	
" Alon. H. Smith, ...	24	
		3,266 77
" Parkwood & Wheat, . . .	80 64	
" T. L. Servass, about, . . .	100 00	
" Henry W. Neely, Bayou Sarah, .	11 73	
" Gen'l Wm. Earrall, Nashville, . .	350 00	
" Jas. Bradley, ...	8 50	
" Adams & Reeves, ...	70 00	
" James Earthman, about, . . .	3,559 86	
" G. Glassburn, Natchez, . . .	2,852 78	
" L. Rousseau, ...	22 00	
" Jas. Scott, Jr., Bayou Sarah, . .	111 13	
" O'Brion, English & O'Brion, Tenn.,	40 08	
" R. Waggoner & Son (Tenn.) Kent'ky,	767 52	
		7,974 25
Am't carried forward, . . .		$48,090 79½

Debts due to John Poultney, Jr.

To am't brought forward, . . .		$4,8090,79½
" Saml. R. Ober, St. Louis, . .	600 00	
" Bernard Muriyny, . . .	45 72	

" Brahan & Drope, Arks, ab't	9,700 00	
" John Brahan, Huntsville,	331 77	
" David Dodge, Kentucky,	4,260 82	
" H. S. Bonneval, Latrobe,	12 50	
" John H. Pratt,	59 50	
" Adventure pr. ship Abigal,	239 51	
" John P. S. Anderson,	204 67	
" Robert Daniel,	5 00	
" Bradlive & Bradford,	117 76	
		15,577 25
" Ota. Cantrelle,	86 31	
" J. P. Ducas,	54 "	
" Robert H. McNair,	36 86	
" Adventure, pr. Brig Charles,	530 43	
" Nichols Cathcart, Natchez, ab't	650 "	
" Estate of M'e Ve Ducro,	20 16	
" Maurice W. Hoffman,	40 00	
" Horatio Davis,	100 00	
" Jas. Turner, St. Francisville,	200 00	
" John Henkinson, Natchez,	298 42	
		2,016 20
" Carroll & Whitney, Huntsvillle, about	1,000 00	
" H. M. Nathan,	200 00	
" Wm. Bay, Walnutt Hills, & of M.,	200 00	
" Madm. Ve T. Beauregard, about	5,666 "	
" Jno. Kelly,	14 52	
" Chas. Miles, Louisville,	86 15	
" Ganthier & Anderson, Kentucky,	25 27	
" Henry Magnadier,	2 80	
" Clement March, St. Louis,	1,156 44	
" F. L. Turner, about	268 55	
" Doctor O. Conway,	100 00	
" Peter P. Schuyler, Natchez, about	100 00	
		8,819 73
Amt. carried forward,		$74,503 97½

Debts due to John Poultney, Jr.

To amt. brought forward,		$74,503 97½
" Miller & Brown, Natchez, about	1,550 00	
" E. E. Creel, Kentucky, about	7,700 "	
" Anot. Mendez, about,	1,265 "	
" John Richards, Natchez, about	1,800 "	
" J. T. Haymder, Jr. & Co., Natchez, about	8,174 74	
" Micajah Terrell, Natchez, about	1,463 "	
" Wm. R. Chumbliss & Co., Pt. Gibson, about	54 11	

" O. H. Thomas, ...	10 75	
" Rochell & Shiff, ...	6,000 "	
		28,017 60
		$102,521 57½

(Signed) JOHN POULTNEY, JR.

Debts due by John Poultney, Jr.

By amt. from page 20, ...	$22,261 89½
	$22,261 89½

(Signed) JOHN POULTNEY, JR.

Schedule of the affairs of John Poultney, Jr.

Bills Payable to John Poultney, Jr.

Date.	By whom Drawn.	In whose Favor.	Drafts.	Notes.
1819.				
March 3,	M. Terrell, ...	R. Senions, ...	3,000 "	
1818.				
Oct. 24,	Jas. Barrett, Jr. . . .	Rochelle & Shiff, . .	265 "	
"	"	Le Pretre & Aubert, .	122 57	
"	"	Peyroux & Rivarde, .	135 50	
"	"	S. Blackwell, . . .	424 "	
"	"	Patrick Norris, . . .	96 59	
25,	"	Peyroux & Rivarde, .	107 "	
1819.				
Feb. 26,	John Poultney, Jr. . .	Jas. Sterrett, ...		782 03
	"	John Brandt & Co., .		632 50
April 2,	John Richards, . . .	A. Griswold, ...	2,000 00	
Feb. 22,	J. P., Jr.	Loyd & Harrison, . .		2,000 00
26,	"	Thomas Barron & Co.,		586 38
April, 2,	M. Ferrell, ...	Head & Lyons, . . .	6,000 "	
3,	"	J. Senions, ...	1,000	
9,	Eiler & Williams, . .	Miller & Bowman, .	4,000 "	
Feb. 27,	J. Poultney, Jr., . .	John Brandt & Co., .		4,000 "
"	"	Ditto.	"	2,000 "
"	"	Anderson & Gray, . .	"	786 61
1818.				
Dec. 30.	"	Simon Cucullo, . . .	"	985 76
1819.				
Mar. 1,	"	Hall, Nelson & Co., .	"	538 47
1818.				
June 23,	Brahan & Drope, . .	Rochelle & Shiff, . .	2,176	
1819.				
Jan. 1,	J. P., Jr., ...	John W. Oddie, . .		3,595 71
Mar. 2,	"	W. & D. Flower, . .		2,019 93
" 3,	"	Loyd & Harrison, . .		3,000 00
" "	"	Ditto.		2,000 00
Feb. 26,	John Richards, . . .	Townsend & Drummer,	249 21	
Mar. 10	Henry Turner, . . .	A. Griswold, ...	6,000 "	
Ma . 6	"	C. Stump, ...	1,078 "	
12	J. Richards, ...	J. T. McGruder, Fr. & Co., ...	405 "	
9,	"	R. Pamar, ...	66 50	
"	"	J. Phillips, ...	348 42	
"	"	J. Norris, ...	662 08	
		Amount carried forward,	$28,136 50	22,927 39

Date.	By whom Drawn.	In whose Favor.	Drafts.	Notes.
1819.		Amounts b't forward, .	$28136 50	$22927 39
March 17,	John Poultney, Jr., .	Loyd & Harrison, .	" "	2000 "
15,	H. Turner, . . .	W. Fletcher, . .	2085 50	" "
April 7,	J. P., Jr., . . .	John Brandt & Co., .	" "	2000 00
Feb'y 17,	" . . .	Paxton, Bernard & Co.,		1305 57
April 23,	Eilor & Williams, .	Wilkie & Gow, . .	360 37	
March 24,	John Richards, . .	H. Landrennse, . .	536 34	
24,	J. Nancarrow, . .	J. B. Wilkinson, . .	496 34	
25,	J. T. Magruder & Co.,	J. Bennett, . . .	333 65	
25,	"	Bruney & Williams, .	236 63	
26,	J. Poultney, . .	Loydd & Harrison, .	" "	1600 00
27,	" . .	Harrod & Ogdens, .	" "	2400 00
April 27,	John Nancarrow, .	J. B. Gilly, . . .	682 63	
March 3,	J. P., Jr., . . .	Harlow & Torrey, .		2480 00
27,	John Richards, . .	T. Mugoin, . . .	145 63	
30,	J. Poultney, Jr., . .	John Brandt & Co., .		2350 00
31,	" . .	Ant. Mundoz, . .	" "	2400 00
April 1,	" . .	Ls. J. Beauregard, .	" "	1000 00
1,	" . .	Ditto, .	" "	4000 00
1,	" . .	W'ow. T. Beauregard,		1000 00
1,	" . .	Do.		4000 00
6,	" . .	Moses Duffy, . .		95 00
3,	" . .	Rochelle & Shiff, .		3060 00
Feb'y 13,	Miller & Rowan, .	Thos. Barrow & Co.,	533 37	
March 24,	J. Poultney, Jr., . .	Liuntaud, Bros. & Co.,		437 11
25,	John Richards, . .	Joseph Byrnes, . .	158 75	
27,	J. T. Magruder & Co.,	Southworth & Botts, .	104 75	
27,	J. Poultney, Jr., . .	M. White & Co., .		247 50
April 10,	Do. . .	P. Norris, . . .		2000 00
16,	Do. . .	Ant. Mendoz, . .		1600 00
April 14,	Do. . .	Lloyd & Harrison, .		2250 57
21,	Do. . .	Ditto, .		1600 00
March 27,	J. T. Magruder & Co.,	John Phillips, . .	77 50	
6,	J. Poultney, Jr., . .	Rochelle & Shiff, .		4000 00
27,	" . .	Job, Squire & Co., .		113 71
Jan'ry 1,	" . .	John W. Oddie, . .	" "	3648 37
March 29,	Eilor & Williams, .	W. Watson & Co., .	91 75	
29,	J. T. Magruder & Co.,	W. Fitz, Jr., . .	251 85	
30,	J. Poulteney, Jr., . .	Liuntaud, Bros. & Co.,	" "	769 23
24,	J. T. Magruder & Co.,	W. D. Hill, . . .	489 62	
23,	Do.	G. & H. Vance, . .	1011 42	
22,	Do.	Dennistown & Co., .	1193 45	
24,	Do.	Duchamp & Kennedy,	340 "	
27,	J. P., Jr., . . .	W. Davidson, . .	" "	295 23
27,	Do. . . .	M. White & Co., .		746 00
25,	J. T. Magruder, . .	Thos. Banks, . .	226 31	"
30,	J. Poultney, Jr., . .	W. Watson & Co., .		684 41
29,	J. T. Magruder & Co.,	Denniston, Hill & Co.,	717 44	
27,	"	Ditto,	982 39	
Janr'y 27,	J. Poultney, Jr., . .	O. H. Spencer, . .	" "	5400 00
27,	Do. . .	Ditto, . .		5600 00
March 24,	J. F. Magruder & Co.,	W. Watson & Co., .	561 83	
26,	"	W. Alderson, . .	293 98	
27,	"	Alex. Phillips, . .	349 93	
20,	"	C. L. Phelps, . .	1012 96	
26,	Eilor & Williams, .	Wilkie & Gow, . .	487 15	
29,	" .	S. P. Walker, . .	1208 64	
27,	J. T. Magruder & Co.,	Spencer & Lee, . .	459 22	
		Am'ts carried forward,	$43,563 05	$82,009 29

Date.	By whom drawn.	In whose favor.	Drafts.	Notes.
1819.		Am't brought forward,	$43,563 05	$82,009 29
Mar. 29.	Eiler & Williams, . .	W. Watson & Co., . .	322 17	
Apr. 9.	M. Torrell, ...	Head & Lyon, . . .	2,000 00	
16.	Ditto, ...	C. H. Kyle, ...	2,500 00	
24.	J. Poultney, Jr., . . .	T. Brown & Co., . .		421 48
			$48,385 22	$82,430 77
				48,385 22
				$130,815 99
		Custom House Bonds, .		1,329 65
				$132,145 64

NOTES FOR REAL PROPERTY.

1818.				
May 4.	J. Poultney, Jr., . .	R. Harrison, ...	$683 00	Secured by mortgage on lots in Canal St.
"	"	Ditto, ...	683 00	
27.	"	Harrod & Ogdens, . .	16,000 00	Secured by mortgage on plantation. Rousseau.
"	"	" "	16,000 00	
"	"	" "	16,000 00	
"	"	" "	16,000 00	
"	"	" "	16,000 00	
		Total, ...		$81,366 00
				$213,511 64

Recapitulation.

Payable in the month of		April,	1819,	$21,151 57
"	"	May,	"	51,349 36
"	"	June,	"	26,981 61
"	"	July,	"	4,191 21
"	"	August,	"	4,761 20
"	"	September,	"	4,301 80
"	"	October,	"	684 41
"	"	December,	"	1,699 83
Custom House Bonds, ...				1,329 65
				$116,450 64
Payable in the month of Jan'ry, 1820, . . .				15,695 00

Notes for Real Property.

In the month of	May, 1819, . .	$16,683 00	
" "	May, 1820, . . .	16,683 00	
" "	May, 1821, . . .	16,000 00	
" "	May, 1822, . . .	16,000 00	
" "	May, 1823, . . .	16,000 00	
			81,366 00
			$213,511 64

Bill Receivable.

1818.				
April 8,	Sam'l R. Abner,	John Poultney,	$211 82	
23,	Ditto,	Ditto,	900 00	
22,	Ditto,	Ditto,	366 74	
1819.				$1,478 56
Mar. 25,	Breedlove Bradford, and Robinson's acceptance, . . .			228 00

Mar. 29, Wm. Kenner & Co.'s Ditto, . . .		374 34
1819. Jan'y 4, Jos. Bryney's note, J. Poultney, Jr.,		2,000 00
Total, . .		$40,080 90
Due me by sundries, as per statem't, . . .		$102,521 57
Bills receivable, as per statement, . . .		4,080 90

Real Estate.

Half the plantation, Rousseau, sold to H. T. T. Torry for . .	$75,000 00		
Rec'd on acc't, . . .	5,000 00		
	$70,000 00		
The other half cost . .	52,000 00		
		$122,000 00	
Property in Magazine Street, . . .		15,000 00	
Ditto on Canal Street, ...		3,000 00	
Ditto bought of Patrick Wale, . . .		9,000 00	
Slaves, Tuning and Osmond, . . .		2,000 00	
			161,000 07

Personal Property.

Merchandize in store, about . . .		$2,000 00	
House, furniture, and horse, . .		2,500 00	
Store furniture, about		300 00	
Stock in Torry's, W. H. & Co., . .		2,480 00	
Stock in the Louisiana State Bank, .		1,200 00	
Foreign Bank Notes, .	$117 00		
Cash in the Bank, . .	70 96		
		187 96	
			8,667 96
			Dolls. 266,270 42

Forty-four shares of stock in Steamboat Alabama, standing in my name to secure the pay't of sums due me by David Files and Jas. Earthman. (Signed) JAMES POULTNEY, Jr.

Due by me to sundries, as per statement, . .		$22,261 89
Bills payable, as per statement, . .	$213,511 64	
		213,511 64
		$235,773 64

I am also endorser on two bills drawn by John K. West, on Philada., one for . .	$4,000
And the other for . . .	3,000
	$7,000

The first was returned protested for non-payment, and is held by the Louisiana State Bank; the other is owned by Thomas L. Harman, and both are endorsed after me by F. Duplessis, Jr.

(Signed) JOHN POULTNEY, JR.

Corrected Schedule, showing how my accounts, after the returned bills are put to credit of the drawers, and other persons, credited with sums paid by them on my account.

NEW ORLEANS, 28th May, 1819.

Acceptances that remained unpaid when I stopped, and which now return on the drawers and are credited them in acc't current.

Date.	Drawers.	In Favor of.	When Payable.	Amount.
1819.			1819.	
March 3,	Micajah Jerrell, . .	R. Sessions, . .	April 26,	$3000 00
1818.				
Oct. 14,	James Barrett, . .	Rochelle & Shiff, .	" 27,	265 00
" "	" " . .	Lepretre & Aubert, .	" 27,	122 57
" "	" " . .	Peyroux & Rivardi, .	" 27,	135 50
" "	" " . .	S. Blackwell, . .	" 27,	424 50
" "	" " . .	Patrick Norris, . .	" 27,	96 59
" 25,	" " . .	Peyroux & Rivardi, .	" 28,	107
1819.				
April 2,	John Richards, . .	Augustus Griswold, .	" 29,	2000 00
" 2,	Micajah Jerrell, . .	Head & Lyon, . .	" 30,	6000 00
" 3,	" " . .	J. Sessions, . .	" 30,	1000 00
" 9,	Eilor & Williams, .	Miller & Rowan, .	" 26,	4000 00
1818.				
June 23,	Brahan & Drope, .	Rochelle & Shiff, .	May 4,	2176 63
Feb'y 26,	John Richards, . .	Townsend & Dummer,	" 8,	249 21
Mar. 10,	Henry Turner, . .	Augustus Griswold, .	" 11,	6000 00
" 6,	" " . .	C. Stump, . . .	" 12,	1078 00
" 12,	John Richards, . .	Jas. T. Magruder & Co.,	" 17,	405 00
" 9,	" " . .	Romain Pamar, . .	" 17,	66 50
" 9,	" " . .	John Phillips, . .	" 18,	348 42
" 9,	" " . .	Patrick Norris, . .	" 18,	662 08
" 15,	Henry Turner, . .	W. Fletcher, . .	" 25,	2085 08
1818.				
Nov. 23,	Eilor & Williams, .	Wilkie & Gow, . .	" 26,	360 37
1819.				
Mar. 24,	John Richards, . .	H. Landreau, . .	" 26,	536 34
" 24,	J. Nancarrow, . .	J. B. Wilkinson, .	" 26,	496 34
" 25,	Jas. T. Magruder & Co.,	T. Bennett Eves, .	" 29,	333 65
" 25,	" "	Bruney & Williams, .	" 27,	236 63
April,	John Nancarrow, .	T. G. Gilly, . .	,, 4,	682 63
" 9,	Micajah Jerrell, . .	Head & Lyons, . .	,, 7,	2000 00
			1817.	
April 16,	Micajah Jerrell, . .	C. H. Kyle, . .	May 14,	2500 00
Mar. 27,	John Richards, . .	J. Muyary, . . .	June 1,	145 00
Feb'y 13,	Miller & Rowan, .	Thos. Barron & Co., .	" 16,	533 37
Mar. 25,	John Richards, . .	Jos. Byrnes, . .	" 26,	158 75
" 27,	Jas. T. Magruder & Co.,	Southworth & Butts, .	" 28,	104 00
" 27,	" "	John Phillips, . .	July 30,	77 50
" 29,	Eilor & Williams, .	Wm. Watson & Co., .	August 1,	91 75
" 26,	Jas. T. Magruder & Co.,	Wm. Fitz, Jr., . .	" 1,	251 85
" 24,	" "	W. D. Hill, . . .	Sept. 27,	489 62
" 23,	" "	G. & H. Fance, . .	" 26,	1011 42
" 22,	" "	Denniston, Hill & Co.,	" 25,	1193 45
" 24,	" "	Duchamp & Kennedy,	" 22,	340 00
" 25,	" "	Thomas Banks, . .	" 28,	226 31
" 29,	Eilor & Williams, .	Dennistown, Hill & Co.,	Dec'r 4,	717 44

Mar. 27,	Jas. T. Magruder & Co.,	Dennistown, Hill & Co.,	Dec'r 18, 1820.	982 39
" 24,	" "	Wm. Watson & Co., .	Jan'y 18,	561 83
" 26,	" "	Wm. Alderson, . .	" 29,	293 98
" 27,	" "	Alexander Phillips, .	" 4,	349 93
" 20,	" "	C. L. Phelps, . .	" 23,	1012 56
" 27,	" "	Spencer & Lee, . .	" 4,	459 22
" 26,	Eilor & Williams, .	Wilkie & Gow, . .	" 4,	487
" 27,	" " .	S. P. Walker, . .	" 4,	1208 64
" 29,	" " .	Wm. Watson & Co.,	" 4,	322 17
		Dolls., . . .		$48,385 22

These having been debited, the drawers, when accepted, are now credited them in acc't current as above stated.

(Signed) JOHN POULTNEY, Jr.

New Orleans, 27th May, 1819.

Corrected Schedule, 28th May, 1819.

(Signed) JOHN POULTNEY, Jr.

(Signed) JOHN LYND,

Not. Pub.

Debts due to John Poultney, Jr.

Benjamin Hazzle, ...	$31 33	
Pierre Lamothe, ...	34	
Robin, ...	6	
Sam'l Blake, ...	200 19	
Poultney & Cunningham, . . .	4,483 36	
Sam'l D. Earle, ...	20 00	
William Wilson, ...	10 00	
Pierre Vincent, ...	37 22	
C. L. Henderson, ...	20 00	
Peter Duncan, ...	11 00	
		$4,853 10
Ganffrau & Navarre, . . .	159 61	
Garrigus & Marshall, . . .	4 00	
Bertonniere, ...	6 00	
Estate of Daniel Clark, . . .	1,245 08	
J. B. Lessassier, ...	100 11	
Louis Lecesne, ...	17 00	
Alex. Wilson, ...	11 13	
Patrick D. Foley, ...	339 67	
Estate of P. Zerbon, . . .	132 09	
Dr. M. Cunningham, . . .	144 56	
		2,159 25
Thos. C. Wright, ...	3,142 88	
Collins & Shippley, ...	46 54	
Jos. Fry, ...	30 00	
Henry Stagg, ...	10 00	

David Munroe,	6 00	
Magnet,	154 35	
Edward Brooks,	1,134 34	
Joseph Laronde,	5	
B. Fabre,	12	
		4,541 11
Am't carried forward,		$11,553 46

Debts due by John Poultney, Jr.

Richard Pryor,	$7 30	
Jas. Mayes,	24 66	
Jacob C. Cook,	14 02	
Dan'l D. Smith,	453 88	
Geo. Hamilton,	1,180	
Estate of W. R. Richards,	51 28	
Kenny Laverty,	59 61	
Peter Reaud,	2 35	
Bracken & Semple, about	75	
Estate of Wm. Steele,	16 28	
		$1,884 38
Arch'd McGhee,	36 53	
Estate of Poultney & Cumming,	876 52	
John James,	12	
Syndic of Edward Brooks,	45 81	
R. Pamar, about,	75	
Henry Turner,	17,692 55	
Hayan & Mellow,	48 29	
Fort & Clement,	17 00	
R. D. Sheppard & Co.,	354 47	
W. M. & G. W. Hyde,	14 00	
		19,172 17
Planche & Courcelle,	44 36	
Dubourg & Baron,	18 22	
Rorie Brothers & Co.,	24	
Bealey & Greeves,	41 58	
David McCall,	9 83	
William Curry,	68 48	
Braham & Hutching,	665 80	
Robert J. Turnbull,	213 60	
Samuel Ivey & Co.,	2 02	
		1,087 89
Am't carried forward, dollars,		$22,144 44

Debts due to John Poultney, Jr.

Amount brought forward,		$11,554 46
Joseph Rogers,	$49 39	
Francis Langlois,	16 00	
William H. Robertson,	501 67	
Francis de la Bosterie,	73 58	
G. W. Field,	363 71	
I. W. Fox,	20 00	
J. W. Collins,	5 43	
Arnara Hague,	20 00	
Thos. W. Whitney,	171 32	
John Gourjon, Junr..	50 00	
C. M. Andibert,	7 18	
Gallardo,	10 00	
Saml. C. Young,	9 00	
Geo. Green,	8 00	
Brig Argonaut, and owners,	17 50	
T. P. Bedford,	2 25	
Patrick Mahoney,	10 00	
Anthony Slater & Co.,	10 34	
Jas. Prosper,	44 57	
Geo. Simpson, Jr. & Co.,	69 07	
Jas. Merrieult,	10 09	
M. Laronde,	7 00	
Governor W. C. C. Clairborn,	57 75	
Peter Pedesclaux,	10 00	
Thomas Brothers,	21 25	
Lewis & Lee,	60 24	
Latour & Lacloth,	58 84	
David McGlade,	20 29	
Thos. & Sylvester,	12	
Saml. Woolridge,	114 77	
		1,831 15
Amount carried forward,		$13,384 61

Debts due by John Poultney, Jr.

Amount brought forward,		$22,144 44
Hubert & Toiry,	$4	
B. F. Cook & Brothers, about	310 00	
McNiel, Fisk & Rutherford,	58 75	
David & Beauregard,	47 50	
Taylor & Purdon,	6 26	
Valentin Syler,	50 81	
W. & D. Flower,	7 00	

Jas. Frust,	394 35	
Foote, Huntington & Co.,	36 05	
William Waters,	58 88	
Richd. Hevenden,	2,590 41	
Montgomery & Stringer,	19 00	
John B. Parrault, about	315 00	
Hart & Gorham,	169 12	
Eiler & Williams,	9,142 61	
Mathew Mathews, about	700 00	
Thos. L. Ploughman,	125 00	
William Mitchell,	50 00	
William Humphreys,	66 24	
Thos. Bassett,	20 00	
Benjamin Levy & Co.	49 12	
Micajah Terrell,	12,860 28	
Alexr. Prewr,	11 50	
Edmund Forstall,	56 21	
Saml. P. Moore,	20 00	
Jos. Byrnes,	45 00	
Cumming & Ramsey,	7 55	
James Hepburn,	20 00	
John Richards,	2,599 40	
Richardson & Fiske,	128 10	
		29,968 14
Amount carried forward,		$52,112 58

Debts due to John Poultney, Jr.

Am't bro't forward,		$13,384 61
Benjamin W. Casey,	18 00	
C. B. Dufau,	19 00	
Major John Armstrong,	69 31	
John Trimble,	20 00	
C. Adams,	7 00	
Bailey & Kinker,	112 50	
Sam'l Hanson,	349 37	
Charles Menior,	56 00	
Noble Johnson & Co.,	214 46	
John Turpin,	77 49	
Antoine Bienvenu,	4 50	
David Files,	1,746 40	
Jacob Trimble,	170 00	
William Browner,	15 00	
John R. Grymes,	222 00	
Major E. S. Platt,	54 80	
Judge Joshua Lewis,	9 46	

Rivarde, Senior,	10 00	
Abijah Hull & Co.,	52 06	
Assignees of Jas. Steele, Jr.,	158 62	
Col. William Walton,	58 00	
Porter and De Peystor,	62 93	
Tho's Clayton,	14 88	
A. L. Duncan,	12 00	
Conrad Hann,	134 41	
Pryor & Richards,	215 71	
Magloire Guichard,	25 00	
United States,	136 00	
William Withers,	13 98	
Peter A. Brown,	1,300 00	
		5,358 88
Am't carried forward,		$18,742 49

Debts due by John Poultney, Jr.

Am't bro't forward,		$52,112 58
William R. Chumbliss & Co.,	247 21	
Syndics of Edward Brooks,	1,808 93	
		2,056 14

Bills payable.

To Jas. Sterrett,	$782 03	
" John Brandt & Co.,	632 50	
" Loyd & Harrison,	2,000 00	
" Thos. Barron & Co.,	586 38	
" John Brandt & Co.,	4,000 00	
Ditto,	2,000 00	
" Henderson & Gray,	786 61	
" Simon Cucullor,	985 96	
" Hall, Nelson & Co.,	538 47	
" John W. Oddis,	3,595 71	
" W. & D. Flower,	2,019 93	
" Loyd & Harrison,	3,000 00	
Ditto,	2,000 00	
" John Brandt & Co.,	2,000 00	
Ditto,	2,000 00	
" Paxton Bernard & Co.,	1,305 67	
" L. Loyd & Harrison,	1,600 00	
" Harrod & Ogdens,	2,400 00	
" H. C. Torrey,	2,480 00	
" John Brown & Co.,	421 48	
" John Brandt & Co.,	2,350 00	
" Antoine Mendiz,	2,400 00	
Am't carried forward,	$39,884 44	$54,168 72

Debts due to John Poultney, Jr.

Am't brought forward,		$18,743 49
Thomas M. Coffin,	20 00	
Ship Henry Sewell and owners,	3,415 58	
Sch'r Mary Ann and owners,	47 95	
John Field,	2,918 49	
L's T. Beauregard,	301 04	
Robert Mason,	353 35	
John K. Wert,	2,000 00	
Col. Andrew Hymes,	45 07	
Estate of Major Priestly,	1,174 85	
Munee & Steen,	23 71	
Gilly & Bryon,	42 81	
James Burnett,	1,065 66	
Ed. Turner,	8 75	
Sam'l Elkins,	304 55	
Adv're per brig Orleans,	1,057 82	
Adv're per brig Corgo,	1,374 37	
John Scott,	11 42	
William C. Poultney & Co.,	60 41	
John Clay, about,	500 00	
Hugh M'Intire,	82 31	
G. Clapburn,	2,852 78	
Aaron Stanton,	90 44	
Jas. Earthman,	3,559 86	
Boranville,	66 00	
Adams & Reeves,	70 00	
Alex. H. Smith,	24 00	
Jas. Bradley,	8 50	
Parkwood & Wheat,	80 64	
Gen'l W. Carroll, about,	561 71	
Henry M'Nielly,	11 73	
		22,133 80
Am't carried forward,		$40,877 19

Debts due by John Poultney, Jr.

Am't bro't forward,		$54,168 72

Bills payable.

Am't bro't forward,	$39,884 44	
To Antonio Mundez,	1,600 00	
" M. White & Co.,	247 50	
" Liante and Bro's & Dolhonde,	437 00	
" Moses Duffy,	95 00	

Rivarde, Senior,	10 00	
Abijah Hull & Co.,	52 06	
Assignees of Jas. Steele, Jr.,	158 62	
Col. William Walton,	58 00	
Porter and De Peystor,	62 93	
Tho's Clayton,	14 88	
A. L. Duncan,	12 00	
Conrad Hann,	134 41	
Pryor & Richards,	215 71	
Magloire Guichard,	25 00	
United States,	136 00	
William Withers,	13 98	
Peter A. Brown,	1,300 00	
		5,358 88
Am't carried forward,		$18,742 49

Debts due by John Poultney, Jr.

Am't bro't forward,		$52,112 58
William R. Chumbliss & Co.,	247 21	
Syndics of Edward Brooks,	1,808 93	
		2,056 14

Bills payable.

To Jas. Sterrett,	$782 03	
" John Brandt & Co.,	632 50	
" Loyd & Harrison,	2,000 00	
" Thos. Barron & Co.,	586 38	
" John Brandt & Co.,	4,000 00	
Ditto,	2,000 00	
" Henderson & Gray,	786 61	
" Simon Cucullor,	985 96	
" Hall, Nelson & Co.,	538 47	
" John W. Oddis,	3,595 71	
" W. & D. Flower,	2,019 93	
" Loyd & Harrison,	3,000 00	
Ditto,	2,000 00	
" John Brandt & Co.,	2,000 00	
Ditto,	2,000 00	
" Paxton Bernard & Co.,	1,305 67	
" L. Loyd & Harrison,	1,600 00	
" Harrod & Ogdens,	2,400 00	
" H. C. Torrey,	2,480 00	
" John Brown & Co.,	421 48	
" John Brandt & Co.,	2,350 00	
" Antoine Mendiz,	2,400 00	
Am't carried forward,	$39,884 44	$54,168 72

Debts due to John Poultney, Jr.

Am't brought forward,		$18,743 49
Thomas M. Coffin,	20 00	
Ship Henry Sewell and owners,	3,415 58	
Sch'r Mary Ann and owners,	47 95	
John Field,	2,918 49	
L's T. Beauregard,	301 04	
Robert Mason,	353 35	
John K. Wert,	2,000 00	
Col. Andrew Hymes,	45 07	
Estate of Major Priestly,	1,174 85	
Munee & Steen,	23 71	
Gilly & Bryon,	42 81	
James Burnett,	1,065 66	
Ed. Turner,	8 75	
Sam'l Elkins,	304 55	
Adv're per brig Orleans,	1,057 82	
Adv're per brig Corgo,	1,374 37	
John Scott,	11 42	
William C. Poultney & Co.,	60 41	
John Clay, about,	500 00	
Hugh M'Intire,	82 31	
G. Clapburn,	2,852 78	
Aaron Stanton,	90 44	
Jas. Earthman,	3,559 86	
Boranville,	66 00	
Adams & Reeves,	70 00	
Alex. H. Smith,	24 00	
Jas. Bradley,	8 50	
Parkwood & Wheat,	80 64	
Gen'l W. Carroll, about,	561 71	
Henry M'Nielly,	11 73	
		22,133 80
Am't carried forward,		$40,877 19

Debts due by John Poultney, Jr.

Am't bro't forward,		$54,168 72

Bills payable.

Am't bro't forward,	$39,884 44	
To Antonio Mundez,	1,600 00	
" M. White & Co.,	247 50	
" Liante and Bro's & Dolhonde,	437 00	
" Moses Duffy,	95 00	

" Loyd & Harrison,	2,250 00	
Ditto,	1,600 00	
" Job Squire & Co.,	113 71	
" John W. Oddie,	3,648 37	
" Liante and Bro's & Dolhonde,	769 23	
" William Davidsons,	295 00	
" Mansel White & Co.,	746 00	
" William Watson & Co.,	684 41	
		52,370 77
Bonds payable,		1,329 65
Am't carried forward,		$107,869 14

Debts due to John Poultney, Jr.

Am't bro't forward,		$40,877 29
L. Rousseau,	22 00	
Jas. Scott, Jr.,	113 13	
O'Brien, English & O'Brien,	40 09	
V. R. Waggoner & Sons,	767 52	
Sam'l R. Ober, about,	600 00	
Bernard Murigny,	45 72	
Drahan & Drope, about,	4,285 00	
David Dodge,	4,260 82	
H. S. B. Latrobe,	12 50	
T. H. Pratt,	55 09	
Adv. per Ship Abigail,	239 51	
John P. Sanderson,	204 67	
Robert Daniel,	5 00	
Bradlove & Bradford, disputed,	117 76	
Ota. Cantrelle,	86 31	
J. P. Ducos,	54 00	
Adv. per Brig Charles,	530 45	
Nichols & Cathcart,	655 31	
Estate of Madm. Ve Ducros,	20 16	
Maurice Hoffman,	40 00	
Mdm. T. Beauregard,	666 01	
Horatio Davis,	100 00	
William Bay,	200 00	
Jas. Turner,	200 00	
H. H. Lathun, disputed,	200 00	
John Kelly,	14 52	
Currell & Whitney, about,	1,000 00	
Charles Miles,	86 15	
John Hawkinson,	298 42	
Gaither & Anderson,	25 27	

R. M. McNair,	36 31	
		14,986 13
Am't carried forward,		$55,863 42

Debts due by John Poultney, Jr.

Am't brought forward,		$107,869 14
Notes for real property and secured by mortgage.		
Two notes to B. P. Porter, endorsed by R. Harrison, one due 7th May, 1819, for, $683 00		
The other 7th May, 1820, 683 00	1,366 00	
To Rochelle & Shiff, due 7th July, 1819,	4,000 00	
Ditto, do. 9th June, 1819,	3,060 00	
Oliver H. Spencer, due 14th Jan'y, 1820,	5400 00	
Oliver H. Spencer, due 14th Jan'y, 1820,	5,600 00	
Mrs. Rousseau, due 30th May, 1819,	16,000 00	
Mrs. Rousseau, due 30th May, 1820,	16,000 00	
Mrs. Rousseau, due 30th May, 1821,	16,000 00	
Mrs. Rousseau, due 30th May, 1822,	16,000 00	
Mrs. Rousseau, due 30th May, 1823,	16,000 00	
		99,426 00
Am't carried forward,		$207,295 14

Debts due to John Poultney, Jr.

Am't bro't forward,		$55,863 42
H. Meynadier,	2 80	
Clement March,	1,168 38	
Dr. O. Conway,	100 00	
Col. P. P. Schuyler,	122 42	
Miller & Rowan,	998 64	
E. & E. Crul,	7,762 62	
O. H. Thomas,	10 75	
Rochelle & Shiff,	6,000 00	
Talcott & Bowers,	303 19	
Thos. L. Haerman, about,	194 45	
William Kenner & Co., about,	100 00	

A. Mendez,	1175 35	
Jas. T. Magruder, Jr. & Co.,	50 00	
Thos. L. Sewars, about,	300 00	
Patrick Norris,	209 58	
		18,498 18

Bills Receivable.

Sam'l R. Obers, notes,	1478 56	
Jos. Byrns, notee's,	2000 00	
Breedlove Bradford & Robeson's, acceptance,	228 00	
		3706 56
Carried forward,		$78,068 16

Debts due by John Poultney, Jr.

Am't bro't forward,	$207,295 14
Am't carried forward,	$207,295 14

Corrected Recapitulation of the affairs of John Poultney, Jun'r.

Debts due to John Poultney, Jr.,	$78,068 16

Real Estate.

Half of the Plantation Rousseau, sold to H. F. Torry, for	$75,000 00		
Rec'd on account,	5,000 00		
		$70,000 00	
The other half cost		52,000 00	
			$122,000 00
Property in Magazine Street,			15,000 00
Ditto in Canal Street,			3,000 00
Ditto bo't of Patrick Wale,			9,000 00
Slaves Terry & Osmond,			2,000 00
			151,000 00

Personal Property.

Merchandize in store, cost about	$2,000 00
House furniture and horse,	2,500 00
Store furniture about	300 00
Stock in Terry's W. H. & Co.,	2,480 00
Stock in the La. State Bank,	1,200 00
Pew in Christ's Church,	185 00

Cash in the Banks, . .	$70 96		
Foreign Bank notes, . .	117 00		
		187 96	
			8,852 96
			$237,921 12

NEW ORLEANS, 28th May, 1819.

Debts due by John Poultney, Jr., . . .		$207,295 14
		$207,595 14
Peter Kembell's account, . . .	35 36	
Spencer & Lee's, ditto, . . .	20 41	
		55 77
		$207,350 91

NEW ORLEANS, 28th May, 1819.

(Signed), JOHN POULTNEY, JR.

Ne Varietur.

(Signed), JOHN LYND,
Not. Pub.

Memorandum.

Endorsement on P. Kembell's note, after J. Terry, $2,480.

Endorsement on J. K. West's bill, held by Francis Duplessis, Jr., $7,000.

Endorsements for Ant. Mendez, at State Bank, . .	$4,600 00
" " " Bank of New Orleans,	2,000 00
" " " Branch Bank, . .	1,900 00
	$8,500 00
Endorsements for John Brandt & Co., in Bank of Orleans,	$1,400 00
" " " Cumming & Ramsey,	1,707 45
	$3,107 45

Endorsement for Brahan & Drope on their note for $2,000.

Forty-four shares stock in the Steamboat Alabama, stand in my name, to serve the payment of the sums due me by David Files and J. Earthman.

Proceedings before Notary, filed 11th June, 1819.

State of Louisiana, City and Parish of New Orleans.

By virtue and in pursuance of an order issuing from the Hon'ble, the District Court, for the First Judicial District of this State, for a

meeting of the creditors of John Poultney, Junior, of the City of New Orleans, Merchant, to take into consideration the petition of the said John Poultney, Jr., filed in the said Court. Be it known that on this twenty-eighth day of May, one thousand eight hundred and nineteen, before me, John Lynd, Notary Public, in and for the said City of New Orleans, duly commissioned, personally came and appeared the persons hereinafter mentioned, who proceed in manner and form as follows, to wit:

Appeared the said John Poultney, Junr., assisted by his counsel, Abner L. Duncan and John R. Grymes, Esqrs., who exhibited a schedule of his affairs duly authenticated, and declared that through a series of misfortunes in trade, the embarrassed state of commerce, and events beyond his control, he is unable to meet his commercial engagements, and pay his debts as they become due; that, as appears by said schedule, there are abundant means to pay all the debts with good management and some indulgence; he therefore proposes to his creditors that they grant him a respite from the payment of their several claims for the term of one, two, and three years, and that he shall pay the full amount of their said claims in three equal instalments, at the expiration of the said successive periods.

(Signed) JOHN POULTNEY, JR.,
A. L. DUNCAN,
JOHN R. GRYMES.

Whereupon appeared Richard Harrison, co-partner of the firm of Lloyd & Harrison of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of sixteen thousand five hundred and fifty dollars. That he grants to the said petitioner the respite proposed; in faith whereof he hereunto signs his name.

(Signed) RICHARD HARRISON.

Appeared, George M. Ogden, attorney in fact for Henry Turner, of Natchez, merchant, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said principal, as appears by said schedule, in the sum of seventeen thousand six hundred and ninety-two $\frac{55}{100}$ dollars; that by authority of said principal he hereby grants to said petitioner the respite demanded, in faith whereof he hereunto signs.

(Signed) GEO. OGDEN,
For HARROD & OGDEN,
Agents for Henry Turner.

Personally appeared, John A. Fort, co-partner of the firm of Fort & Clement of this city, merchants, who, having been duly sworn, deposed, that the said petitioner is justly indebted to his said firm in

the sum of seventeen dollars, that he grants for his firm the respite demanded by the said petitioner.

(Signed) JOHN A. FORT,
For FORT & CLEMENT.

Personally appeared, John Hagan, co-partner of the firm of Hagan & Milton of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of forty-eight dollars twenty-nine cents, that he grants to said petitioner the respite demanded.

(Signed) HAGAN & MILTON,
By JOHN HAGAN.

Personally appeared, James Sterrett, of this city, bookseller, who deposed, that said petitioner is justly indebted to him in the sum of seven hundred and eighty-two $\frac{3}{100}$ dollars, and that he grants to petitioner the respite demanded; in faith whereof he hereunto signs his name.

(Signed) JAMES STERRETT.

Personally appeared, James Sterrett, of this city, attorney in fact for James Mayes, who, having been duly sworn, deposed, that petitioner is justly indebted to his principal in the sum of twenty-four $\frac{66}{100}$ dollars, and that he grants for said principal the proposed respite; in faith whereof he hereunto signs his name.

(Signed) JAMES STERRETT,
Att'y in fact.

Appeared William Waters, of this city, merchant, who deposed, on oath, that said petitioner is justly indebted to him in the sum of fifty-eight dollars and eighty-eight cents; that he grants to petitioner the respite demanded. On faith whereof he hereunto signs his name.

(Signed) WILLIAM WATERS.

Personally appeared M. Cruzet, co-partner of the firm of Paxton, Bernard & Co., of this city, merchants, who deposed, on oath, that said petitioner is justly indebted to his said firm in the sum of thirteen hundred and five dollars, fifty-seven cents; that, for his said firm, he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) M. CRUZET.

Personally appeared Harlow & Torry, of this city, merchants, who deposed, on oath, that said petitioner is justly indebted to him in the sum of two thousand four hundred and eighty dollars; that he grants

to said petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) HARLOW & TORRY.

Appeared G. R. Stringer, co-partner of the firm of Montgomery & Stringer, of this city, merchants, who deposed, on oath, that said petitioner is justly indebted to his said firm in the sum of nineteen dollars; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) G. R. STRINGER.

Personally appeared Valentine Syler, of this city, cooper, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of fifty-one dollars; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) VALENTINE SYLER.

Personally appeared Benjamin Levy & Co., of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to his firm in the sum of fifty dollars, or thereabouts; that he grants to said petitioner the proposed respite. In faith whereof he hereunto signs his name.

(Signed) BENJAMIN LEVY.

Personally appeared Charles Lee, co-partner of the firm of Spencer & Lee, of this city, merchants, who, being sworn, deposed, that said petitioner is justly indebted to his firm in the sum of four hundred and seventy-nine $\frac{75}{100}$ dollars; that, for said firm, he grants to said petitioner the respite demanded. In faith whereof he hereunto signs his name; reserving, however, all lien and claims whatsoever, on drawers, endorsers, or others on the premises.

(Signed) CHARLES LEE.

Personally appeared Edward Chapman, co-partner of the firm of Mansel, White & Co., of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of nine hundred and ninety-three $\frac{50}{100}$ dollars; that, for said firm, he hereby grants to petitioner the respite demanded. In faith whereof he hereby signs his name.

(Signed) ED. CHAPMAN.

Personally appeared John Nancurrow, attorney-in-fact for George Hamilton, of Ouachita, in this State, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said principal in the sum of eleven hundred and eighty dollars; that he grants to said petitioner the respite demanded; subject, however, to the future

approbation of said George Hamilton. In faith whereof he hereunto signs his name.

(Signed) JOHN NANCURROW.

Personally appeared, Samuel P. Moore, of this city, broker, who having been duly sworn, deposed that said petitioner is justly indebted to him in the sum of twenty dollars. That he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) SAML. P. MOORE.

Personally appeared, E. Fisk, co-partner of the firm of Richardson & Fisk, of this city, merchants, who having been duly sworn, deposed that said petitioner is justly indebted to said firm, in the sum of one hundred and twenty-eight dollars and ten cents; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) EBEN. FISK.

Personally appeared, Kenny Laverty, of this city, who having been duly sworn, deposed that said petitioner is justly indebted to him in the sum of fifty-nine dollars and sixty-one cents; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) KENNY LAVERTY.

Personally appeared, L. Courcelle, co-partner of the firm of Planche & Courcelle, of this city, brokers, who having been duly sworn, deposed that said petitioner is justly indebted to his said firm in the sum of forty-four dollars and thirty-six cents; that he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) L. COURCELLE.

Personally appeared, Eben Fisk, co-partner of the firm of Richardson & Fisk, of this city, merchants, who having been duly sworn, deposed that said petitioner is justly indebted to said firm in the sum of one hundred and twenty-eight dollars and ten cents; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) EBEN FISK.

Personally appeared, James Freret, of this city, who having been sworn, deposed that said petitioner is justly indebted to him in the sum of three hundred and ninety-four $\frac{35}{100}$ dollars; that he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) JAMES FRERET.

Personally appeared, James Shepherd, co-partner of the firm of R. D. Shepherd & Co., of this city, merchants, who having been duly sworn, deposed that said petitioner is justly indebted to his said firm in the sum of three hundred and fifty-four dollars, and forty-seven cents, or thereabouts; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) J. H. SHEPHERD.

Personally appeared, J. B. Perrault, of this city, merchant, who having been duly sworn, deposed that said petitioner is justly indebted to him in the sum of three hundred and fifteen dollars, or thereabouts; that he grants the said petitioner the respite demanded. In faith whereof, he hereunto signed his name.

(Signed) J. B. PERRAULT.

Personally appeared, Moses Duffy, of this city, who having been duly sworn, deposed that said petitioner is justly indebted to him in the sum of ninety-five dollars, on acc't of a promissory note; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) MOSES DUFFY.

Personally appeared, James Hepburn, of this city, who having been duly sworn, deposed that said petitioner is justly indebted to him in the sum of twenty dollars, or thereabouts; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) JAMES HEPBURN.

Personally appeared, James Purdon, of the firm of Taylor & Purdon, who having been duly sworn, deposed that the said petitioner is justly indebted to him in the sum of six dollars and twenty-six cents; that he grants said petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) JAMES PURDON.

Personally appeared, Geo. M. Ogden, co-partner of the firm of Harrod & Ogden, of this city, merchants, who having been duly sworn, deposed that said petitioner is justly indebted to his firm in the sum of twenty-four hundred dollars, on acc't of a promissory note, and petitioner's endorsement on P. Kembell's note for twenty-four hundred and eighty dollars; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) G. W. OGDEN, Jr.

Personally appeared John W. Hyde, co-partner of the firm of W. M. & J. W. Hyde, of this city, merchants, who deposed, that said petitioner is justly indebted to said firm in the sum of fourteen

dollars; that he grants petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) J. W. HYDE.

Personally appeared N. A. Barron, Jr., co-partner of the firm of Dubourg & Barron, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is indebted to his said firm in the sum of eighteen dollars and twenty-two cents; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) BARRON, JR.

Appeared W. Gorham, co-partner of the firm of Hart & Gorham, who, having been duly sworn, deposed, that said petitioner is justly indebted to said firm in the sum of one hundred and sixty-nine dollars, twelve cents; that he grants the respite demanded. In faith whereof he hereunto signs his name.

(Signed) WILLIAM GORHAM.

Personally appeared R. Pamur, of this city, merchant, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of seventy-five dollars; that he grants to said petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) PAMUR.

Personally appeared John G. Greives, co-partner of the firm of Beatty & Greives, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of forty-one dollars and fifty-eight cents; that he grants to said petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) JOHN G. GREIVES.

Personally appeared B. Beauregard, co-partner of the firm of David & Beauregard, of this city, merchants, who, having been duly sworn, depossd, that said petitioner is justly indebted to his said firm in the sum of forty-seven $\frac{50}{100}$ dollars; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) B. BEAUREGARD.

Personally appeared John Linton, Jr., co-partner of the firm of Wilkins & Linton, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of two thousand four hundred and eighty dollars on acct. of a note; that, without prejudice to any claim upon endorsers or

any lien for privilege, which they may possess in the premises, he hereby grants to petitioner the respite demanded. In faith whereof he signs his name.

(Signed) WILKINS & LINTON,
By JOHN LINTON, JR.

Personally appeared Thomas Bassett, of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of twenty dollars; that he grants petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) THO'S BASSET.

Personally appeared John Brown, carpenter, of the firm of John Brown & Co., of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of four hundred and twenty-one dollars and fourteen cents; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) J. BROWN.

Personally appeared Thomas Barron, co-partner of the firm of Thomas Barron & Co., of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of five hundred and —— dollars; that, without prejudice to any lien or liens, or legal claims whatsoever, which his firm may have upon drawers, or endorsers in the premises, he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) THOMAS BARRON.

And it having been found that the business of said proceedings cannot be conveniently finished on the 28th of May aforesaid, at the request of John Brown, Thomas Bassett, and George M. Ogden, aforementioned, I, the said notary, at the usual hour, did close the same, and adjourned until to-morrow, Saturday, the 29th inst.

Whereupon, this 29th day of May, in the year aforesaid, personally appeared Edward Forstel, of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of fifty-six dollars, twenty-one cents; that he grants to petitioner the respite demanded. In faith whereof he hereunto signs his name.

(Signed) ED. FORSTELL.

And no other person having appeared this day, and the business of said proceedings not having been finished, I, the said notary, at the request of Geo. M. Ogden, Moses Duffy, and James Freret, three of the said creditors, did close the proceedings and adjourn the same until Monday, the thirty-first day of the present month.

Whereupon the thirty-fourth day of May aforesaid, personally appeared, Joseph Byrnes, of this city, who, having been duly affirmed, deposed, that said petitioner is justly indebted to him in the sum of forty-five dollars, that he grants to petitioner the respite demanded; in faith whereof he hereunto signs his name.

(Signed) JOSEPH BYRNES.

And no other person having appeared this day, and the business of the proceedings not having been finished, I, the said notary, at the request of the said Joseph Byrnes, Edmund Forstall, and George M. Ogden, three of said creditors, did close the proceedings, and adjourn the same until to-morrow, Tuesday, the first day of June.

Whereupon this day, Tuesday, the first day of June, personally appeared Peter Rumbell, of this city, who, having been duly sworn, deposed, that said petitioner is justly indebted to him in the sum of thirty-five $\frac{35}{100}$ dollars, that he grants to petitioner the respite demanded; in faith whereof he hereunto signs his name.

(Signed) P. RUMBELL.

Personally appeared, Samuel T. Anderson, co-partner of the firm of Anderson & Pray, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of seven hundred and eighty-six dollars sixty-one cents, that he grants to petitioner the respite demanded; in faith whereof he hereunto signs his name.

(Signed) SAM'L ANDERSON.

And no other person having appeared this day, and the business of said proceedings not being finished, at the request of Geo. M. Ogden, John Linton, Jr., John G. Grieves, three of said creditors, I, the said notary, did close and adjourn said proceedings until to-morrow, Wednesday, the second day of June.

And whereupon appeared John P. McNeill, co-partner of the firm of McNeill, Fisk & Rutherford, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his firm in the sum of fifty-eight dollars and seventy-five cents, that he grants to petitioner the respite demanded; in faith whereof he hereunto signs his name.

(Signed) JOHN P. McNEILL.

And no other person having appeared this day, and the business of these proceedings not being finished, at the request of John P. McNeill, George M. Ogden, and John G. Grieves, three of the said creditors, I, the said notary, did close and adjourn the same until to-morrow, Thursday, the third day of June.

Whereupon the third day of June personally appeared, Richard Hovendon, of this city, merchant, who, having been duly sworn to

declare the truth, deposed, that the said petitioner is justly indebted to him in the sum of twenty-six hundred and one dollars and cents; that without prejudice to any lien or security which deponent may hold in the premises out of the State, he grants to petitioner the respite demanded.

In faith whereof he hereunto signs his name.

(Signed) RICHARD HOVENDON.

And no other person having appeared this day, and the business of these proceedings not being finished, at the request of Richard Harrison, George M. Ogden, and Charles Lee, three of the creditors, I, the said notary, did close and adjourn the same until to-morrow, Friday, the fourth day of June inst.

This day, Friday, the fourth day of June, 1819, at the usual hour, the said proceedings (of the creditors of John Poultney, Jr.) were duly opened, and no person having appeared, and the business of said proceedings not being finished, at the request of the said Richard Harrison, Geo. M. Ogden, and the said notary, did close and adjourn the same until to-morrow, Saturday, the fifth day of June, inst.

Whereupon the fifth day of June aforesaid, personally appeared, Gill'n Hubert, co-partner of the firm of Hubert & Torry, of this city, merchants, who, having been duly sworn, deposed, that said petitioner is justly indebted to his said firm in the sum of four dollars, that he grants petitioner the respite demanded; in faith he hereunto signs his name.

(Signed), HUBERT liquid'r H & T.

(This part of said Exhibit B is translated from the French, to wit:)

Personally came and appeared Mrs. Marie Catherine Millet, widow of Pierre George Rousseau, and who having been duly sworn, and taken cognizance of the before-mentioned agreement, the same having been read to her; declared that she was a creditor of John Poultney, Jr., for the sum of eighty thousand dollars, the amount of the price of the plantation sold to him by her, as her act of 27th May, 1818, before Michel De Armas, Notary Public, for which said sum and price as aforesaid, said Poultney had furnished her with five notes of $16,000 each, dated on the twenty-seventh day of May, 1818, the date of the execution of said contract of sale; the notes being drawn to the order of Messrs. Harrod and Ogden, merchants in this city, and endorsed by them; payable at one, two, three, four, and five years from said date; that she has transferred the three first of the aforesaid notes to the order of Mr. Joseph Saul, and that the two last of said notes, are in the possession of Mr. Lawrent Rousseau, the owner and holder of said notes.

And whereas Messrs. Harrod and Ogden have forthwith delivered to her, the note she had transferred to Mr. Saul, and which became due on the 30th May last past, and was duly paid by said Saul; she

declares to have subrogated and doth by these present subrogate, said Harrod and Ogdens, to all the rights which she has or may have as vendor, for said sum of $16,000; wishing and intending that said Harrod and Ogdens, in consequence of the payment by them made, they be placed and substituted in her lien and stead, and that they shall enjoy all the rights, advantages, and privileges, and mortgages, which she herself had, or might have on the first instalment passed due of said sale, which this appearer made to said Poultney, as hereinbefore stated. This appearer declares by these presents, that she grants to said Poultney, a term of one, two, and three years, as to such property of said Poultney's as is not subject to her special mortgage as vendor as aforesaid, under the express condition to which said Poultney does obligate himself by these presents, of paying faithfully the four notes becoming due, at their respective date of maturity. It is well understood, that in case Mrs. Widow Rousseau, should be compelled to pay any of said notes, by default of payment of one or several of said notes, by said Poultney and his endorsers, she will be at liberty, immediately to cause to be seized and sold said plantation, in order to be reimbursed in the same manner, as she might have done before signing these presents. It is moreover well understood that her consent as herein expressed, shall by no means be considered to prejudice the rights of the bearers of said notes, nor the rights of warranty on the claims which they or this appearer may have against said Harrod and Ogdens, as endorsers on said notes, and in the event that said Poultney should not pay said notes or any of them at maturity.

And the said Mrs. Widow Rousseau and said Poultney, have signed this declaration, together with me, the undersigned Notary.

(Signed), WIDOW ROUSSEAU,
" JOHN POULTNEY.

And thereupon personally appeared, Mr. Lawrent Rousseau, who after having been duly sworn according to law, declared that he is the holder and owner of the last mentioned two notes of $16,000, referred to in the foregoing declaration of Mrs. Widow Millet Rousseau, his mother, which said notes are dated the 27th day of May, 1818, subscribed by said Poultney, Jr., and endorsed by Messrs. Harrod and Ogdens; that he grants to said Poultney a term of one, two, and three years, under the same restrictions and conditions, stipulated in the foregoing declaration of his said mother, and has signed.

L't ROUSSEAU.

Certificate.

Clerk's Office, United States Circuit Court.

I do hereby certify the above and foregoing three pages to be a

true and faithful translation, of so much of Exhibit B, from the French language.

Attest, F. C. LAVILLE,
D'y Cl'k.

Personally appeared, Geo. M. Ogden, co-partner of the firm of Harrod & Ogdens, who having been duly sworn to declare the truth, deposed that said petitioner is justly indebted to his said firm in the sum of sixteen thousand dollars, on account of their endorsement on a promissory note of petitioner, this day paid by them, being one of the promissory notes given by petitioner for the purchase of Rousseau's plantation, and secured by mortgage thereon.

That he grants to petitioner the respite demanded, reserving all liens and securities by means of said mortgage. In faith whereof, he hereunto signs his name.

(Signed) G. M. OGDEN.

And no other person having appeared this day, and the business of said proceedings not being finished, at the request of Geo. M. Ogden, Richard Harrison, and Thomas Bassett, three of said creditors, I, the said notary, did close and adjourn the same until Monday, the seventh day of June next.

Whereupon the seventh day of June aforesaid, personally appeared, Alexander Prieur, of this city, who having been sworn, deposed that said petitioner is justly indebted to him in the sum of eleven dollars and fifty cents; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) A. PRIEUR.

And the said Prieur having been duly sworn, deposed that he is the attorney in fact of Peter Renna, and that said petitioner is justly indebted to his said constituent in the sum of two dollars and thirty-five cents, as appears by said Schedule; that he grants for said constituent the respite demanded by said petitioner. In faith whereof, he hereunto signs his name.

(Signed) A. PRIEUR,
Att'y for Renna.

And no other person having appeared this day, and the business of said proceedings not being finished, at the request of the said Alexander Prieur, Geo. M. Ogden, and Richard Harrison, three of said creditors, I, the said notary, did close and adjourn the same until to-morrow, Tuesday, the eighth day of June instant.

Whereupon, this eighth day of June aforesaid, personally appeared, William Davidson, of this city, merchant, who having been duly sworn, deposed that said petitioner is justly indebted to him, as endorser on a promissory note, of him, the said petitioner, for the sum

of two hundred and ninety-five dollars; that he grants the said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) W. DAVIDSON.

Personally appeared, W. Bovie, co-partner of the firm of Bovie, Brothers & Co., of this city, ship chandlers, who having been duly sworn, deposed that said petitioner is justly indebted to his firm in the sum of twenty-four dollars; that he grants to petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) P. BOVIE.

Personally appeared, W. Flower, co-partner of the firm of A. & D. Flower, of this city, merchants, who having been duly sworn, deposed that said petitioner is justly indebted to his said firm in the sum of five dollars; that he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) WM. FLOWER.

Personally appeared, Job Squire, co-partner of the firm of Job Squire & Co., of this city, merchants, who having been duly sworn, deposed that the said petitioner (John Poultney,) is justly indebted to his said firm in the sum of one hundred and thirteen dollars and seventy-one cents; that he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) JOB SQUIRE.

Personally appeared A. Liuntaud Co. partner of the firm of Liuntaud Brothers & Dolhende, of this city, merchants, who having been duly sworn, deposed that said petititioner is justly indebted to his said firm, in the sum of twelve hundred and six dollars and thirty-four cents. That he grants to said petitioner the respite demanded. In faith whereof, he hereunto signs his name.

(Signed) LIUNTAUD, BROTHERS & DOLHONDE,
By A. LIUNTAUD.

And no other person having appeared on this day, and the business of said proceedings not having been finished, at the request of William Davidson, Alexander Prieur, and George M. Ogden, I, the said notary, did close and adjourn the same, until Wednesday, the ninth day of June, instant.

And no person having appeared this day, in this case, and the business of said proceedings not being finished, at the request of the last-mentioned three creditors, I, said notary, did again close and adjourn said proceedings until to-morrow, Thursday, the tenth day of June, instant.

Whereupon the tenth day of June, aforesaid, personally appeared Joseph H. Hawkins, Esq., counsellor at law, appointed by said

Hon'ble Court, to represent the interest of the absent creditors, in this case, who declares that he has examined the foregoing proceedings, and approves of the same, and does, under the authority of a voluntary respite deposited in this my current register, at page . executed by the persons hereinafter named creditors, of said petitioner, to wit: W. R. Chambliss & Company, of Port Gibson, Mississippi, Liler & Williams, of Natchez (for six thousand dollars), grants by these presents the respite demanded by said petitioner.

(Signed) JOS. H. HAWKINS,
Of Counsel for the above absent Creditors.

And no other person having appeared in this case, and the business of the proceedings having been finished, I, the said notary, on the day last abovementioned, did close the same, and at the request of said petitioner, I, the said notary, did mark and identify with my signature, and Ne varietur, a corrected schedule of his affairs laid before the creditors at the opening of these proceedings, on the 28th day of May last, which corrected schedule is attached to a copy of these proceedings, as respectfully returned to said Honorable Court.

In faith whereof, I grant these presents, at New Orleans, this tenth day of June, in the year of our Lord one thousand eight hundred and nineteen.

I certify the foregoing to be a true copy of the original act extant in my Register, according to the law and usage of this State.

In faith whereof, I grant these presents, under my signature, and the impress of my seal of office, at New Orleans, this eleventh day of June, 1819.

[SEAL.] (Signed) JOHN LYND,
Not. Pub.

Order.

JOHN POULTNEY, JR., *v.* HIS CREDITORS. } No. 2274.

11th June, 1819.

On motion of John R. Grymes, Esq., of Counsel for the petitioner, upon filing the proceedings of the creditors had in this case, before John Lynd, Esq., Not. Pub. It was thereupon ordered by the Court, that the creditors of said John Poultney, Jr., as well as all others interested therein, show cause, if any they have, on or before Saturday, the 25th day of the present month of June, why the proceedings this day filed, granting to the petitioner the indulgence of one, two, and three years, to pay his debts, should not be confirmed according to law.

Judgment. Rendered 28th June, 1819.

JOHN POULTNEY, JR., v. His CREDITORS. } No. 2274.

The time allowed for the creditors of John Poultney, Junr., to show cause why the proceedings had in this case before John Lynd, Esq., Notary Public, and filed in this Court on the 11th day of June, instant, should not be confirmed, and the time given in the notice, having expired, and no cause having been shown, or any opposition made, and the Court being satisfied with the said proceedings, do order, adjudge, and decree, that the same be confirmed, according to law, and that the said John Poultney, Jr., be allowed a respite of one, two, and three years, for the payment of his debts (contracted previous to the 26th day of April last) to be computed from and after the day of the date of this decree, 28th June, 1819.

(Signed) JOSHUA LEWIS.
(Countersigned) MARTIN GORDON, Clerk.

Order.

IN THE MATTER OF JOHN POULTNEY, JR., v. His CREDITORS. } No. 2274.

3d August, 1819.

On motion of A. L. Duncan, Esq., of counsel for petitioner, thereupon ordered by the Court, that the petitioner, John Poultney, Jun'r, show cause on Saturday next, the 7th day of the present month of August, why he should not pay to J. H. Hawkins, Esq., the sum of two hundred and fifty dollars for professional services rendered herein.

Sheriff's Return.

Served copy of the within on J. Poultney, Jr., August 5th, 1819. Returned August 6th, 1819.

(Signed) G. W. MORGAN, Sheriff.

Order.

JOHN POULTNEY, JR., v. His CREDITORS. } No. 2274.

7th August, 1819.

It is ordered by the Court, that the rule taken herein on Tuesday, the 3d instant, on John Poultney, Jr., be now made absolute; and it is further ordered, that John Poultney, Jr., pay to J. H. Hawkins,

Esq., two hundred and fifty dollars as a privilege debt, for professional services rendered herein.

State of Louisiana, Fifth District Court of New Orleans.

I do hereby certify, that the above and foregoing fifty-five pages do contain a full and complete transaction of the record of the proceedings had in the matters of John Poultney, Jun'r, *v.* His Creditors, for a respite, instituted before the late First Judicial District Court of the State of Louisiana, under the number 2274; the records of which Court have been transferred to the aforesaid Fifth District Court of New Orleans.

In testimony whereof I hereunto set my hand and affix the seal of said Court, at the City of New Orleans, this 5th day of April, in the year of our Lord 1848, and the 72d year of the Independence of the United States of America.

[SEAL.] JNO. S. BARON,
D'y Cl'k.

(This portion of the said Exhibit C, translated from the French, as to follows:)

Succession of John Poultney.

On this twenty-third day of October, in the year of our Lord eighteen hundred and nineteen, and the forty-fourth of the Independence of the United States, at the request of Mr. Louis Toutant Beauregard, I went to the vast domicil of John Poultney, Jr., merchant, in this city, who died this morning at four o'clock, and there, in the presence of Messrs. Louis Toutant Beauregard, Magloire Guichard, and Henry Chatelain, witnesses required for this purpose, I affixed the seals, upon the effects which were designated to me as belonging to said deceased, and consisting of nine bureaux or desks, filled with papers, contained in a store; on the doors of which I also affixed the seals, and likewise on an armoir containing cloths, wearing apparel, and papers belonging to said deceased as aforesaid; and nothing further having been pointed or exhibited to me, I closed this proces verbal, and appointed keeper of the seals Mr. Pierre Henry Chatelain, who was duly sworn by me, well and faithfully to accomplish his trust; and I signed these presents, together with the aforesaid parties and witnesses.

(Signed) MAGLOIRE GUICHARD,
P. H. CHATELAIN,
L. T. BEAUREGARD,
(Signed) L. T. BEAUREGARD,
Justice of the Peace.

Certificate.

Clerk's Office U. S. Circuit Court.

I do hereby certify the above and the foregoing page to be a true and faithful translation of so much of said Exhibit C, from the French language.

Attest, F. C. LAVILLE,
D'y Cl'k.

To the Honorable James Pitot, Judge of Probate Court.

The petition of Emmelie Poultney, widow of the late John Poultney, showeth:

That the seal have been affixed on the store and effects of her deceased husband by Mr. Justice Peychaud; that she has reason to believe that a will has been left by her said husband; she prays that Mr. Justice Peychaud may be authorized to take off the seals from his late store and effects, in order that search my be made for a will.

(Signed) A. L. DUNCAN.

Let A. Peychaud, Esq., Justice of the Peace, be authorized to take off the seals affixed upon the papers of the deceased, to examine them and to affix the said seals again upon the same.

(Signed) J. PITOT,
Judge.

NEW ORLEANS, 20th Nov. 1819.

To the Honorable James Pitot, Judge of the Court of Probates in and for the City and Parish of New Orleans.

The petition of Emilie Toutant Beauregard, widow John Poultney of this city, humbly showeth.

That your petitioner has made her declaration as the law directs, signifying her desire that an inventory of her husband's estate should be made so as to enable her to determine on the propriety of her accepting the succession, as will appear by the notarial copy hereto annexed.

Whereupon, she respectfully prays that Michel de Armas, Notary Public in this city, be appointed to take said inventory and appraisement forthwith as the law directs.

And as in duty bound your petitioner, &c.

(Signed) A. L. DUNCAN,
For Petitioner.

Let Mr. Michel de Armas, Notary Public, be authorized to take an inventory of the estate of said deceased, according to law, and let Messrs. Prosper Prieur, and Rene Terrien be appointed appraisers, to value the said property.

(Signed) J. PITOT,
Judge.

NEW ORLEANS, 9th Dec. 1819.

Before me, Christoval de Armas, Notary Public, residing in the City of New Orleans, State of Louisiana, United States of America, —in the presence of the witnesses hereinafter named and undersigned, and I, said notary, as aforesaid, herein acting for Michel De Armas, also a notary public in and for said city, but now absent therefrom,

Personally came and appeared Mrs. Emilia Toutant Beauregard, widow of John Poultney, residing in this city,

Who declared, that being entitled to be considered as an heir of her said deceased husband, by reason of the community of property heretofore existing between them; and, in order to prevent any confusion of her own property with that of her said deceased husband, and to keep the same distinct and separate—she declared that she wished to accept said succession, only, after a descriptive and estimative inventory of the property belonging to said succession, shall have been made—then reserving her right to accept or renounce the same as she might deem proper—of which declaration said lady appearer has required from me, said notary, this act to be used, and to avail to whoever may be entitled thereto.

Done and passed, at the City of New Orleans, in the office of said Michel De Armas, in presence of Messrs. Alphonse Robin and Felix De Armas, both witnesses required for this purpose, and domiciled in this city, on the eighth day of December, eighteen hundred and nineteen, the forty-fourth year of the Independence of the United States of America.

And the said appearer signed these presents together with the undersigned notary and witnesses, after reading of the whole to her.

(Signed) Widow Poultney, Felix de Armas, A. Robin, Christoval de Armas, Notary Public.

I do hereby certify the foregoing to be a true copy of the original deposited in the office of Michel de Armas.

Witness my hand, and the seal of office of said Michel de Armas, the day, month, and year aforesaid.

(Signed) CHRISTOVAL DE ARMAS,
Not. Pub.

Certificate.

Clerk's Office, U. S. Circuit Court.

I do hereby certify the foregoing two pages to be a true and faithful translation, of so much of said Exhibit C, from the French language.

(Attest) F. C. LAVILLE,
D'y Cl'k.

To the Hon'ble James Pitot, Judge of the Court of Probates for the Parish and City of New Orleans.

The petition of George Lloyd, Peter Vogellen, and Henry Foster, syndics of the creditors of John Poultney, deceased, respectfully showeth:

That the widow of the said John Poultney having renounced the community existing between her and her deceased husband, according to law, and a meeting of the creditors of the said deceased having taken place, agreeably to an order of the Hon. the District Court of the first District, at which your petitioners were duly appointed syndics of the creditors of the deceased. They, therefore, pray that the seals of the Hon'ble Court may be taken from the papers, effects, &c., of the said deceased, and the same delivered to your petitioners, to be administered according to law.

(Signed) A. L. DUNCAN,
For Petitioners.

Let A. Peychaud, Esq., Justice of the Peace, be authorized to take off the seals affixed upon the papers and effects left by said deceased, as prayed for.

J. PITOT,
Judge.

NEW ORLEANS, 23d March, 1820.

To the Hon. James Pitot, Judge of the Court of Probates for the Parish and City of New Orleans.

The petition of widow Rousseau, of this City, respectfully shows:

That your petitioner is just informed that no under guardian has been appointed to Matilda and Emilie Poultney, the minor children of the late Poultney, of whom your petitioner is a creditor for a large amount.

That the widow Poultney, the natural guardian of said minors, caused an inventory to be taken of said Poultney's estate, without fulfilling the formality required by law.

That the said widow afterwards renounced to the community of said John Poultney's estate. That your petitioner is prevented from exercising legally her rights in the said deceased's estate, for want of a legal representative to the said estate.

Wherefore your petitioner respectfully prays your Honor to order that the said widow Poultney be cited to show cause, on Saturday next, or any other day your Honor may think fit to appoint, why an under-guardian should not be appointed to the said minors, and a due inventory taken, and valuation duly made, of the estate of said late J. Poultney, and sold to satisfy the just debts of said estate, according to law.

And your petitioner, as in duty bound, will ever pray, &c.
(Signed) CURILLIER,
Att'y for Petitioner.

Let a copy of this petition be served on the widow Poultney, and let her be notified to show cause, within ten days, why an under-guardian should not be appointed to her minor children, as prayed for.

(Signed) J. PITOT,
Judge.

NEW ORLEANS, 6th March, 1822.

On motion of P. A. Curillier of counsel for the pl'ff, and no cause having been shown why an under-guardian should not be appointed to the minors herein named, let Christian Milten Berger be appointed under-guardian to the minors, Matilda and Emily Poultney,—under the age of puberty.

(Signed) J. PITOT,
Judge.

NEW ORLEANS, 26th August, 1823.

To the Hon'ble James Pitot, Judge of the Court of Probate, for the Parish and City of New Orleans.

The petition of Catiche Millet, widow of Rousseau, of this Parish, respectfully showeth:

That on or about the one certain John Poultney, late of this city, a merchant and freeholder, departed this life, leaving his widow and minor children, and some property, with a great number of debts.

That your petitioner has been informed that the said widow, and for herself and her minor children, have renounced the community and estate of the aforesaid John Poultney, whereby the said estate remains vacant.

Your petitioner further shows, that she is creditor of the said estate, for large sums of money, on acct. of a certain plantation sold by her to the late John Poultney, aforesaid, which he died possessed of.

Wherefore, your petitioner, for the purpose of securing her just claims against said estate, and lawfully to exercise her rights against it, respectfully prays your Honor to appoint her son, Pierre André, Rousseau, auditor to the said estate, on by him fulfilling all the requisites of the law, unless some other person show a better title to the curatorship of the said estate, in which case, your said petitioner begs leave to withdraw this petition.

And your petitioner, as in duty bound, will ever pray, &c.
(Signed) CURILLIER,
Att'y for petitioner.

Let the usual advertisements be made according to law.

(Signed) J. PITOT,
Judge.

NEW ORLEANS, 22d February, 1822.

MRS. WIDOW POULTNEY:

You are hereby summoned to comply with the prayer of the annexed petitioner, or to file your answer thereto, in writing, with the Register of Wills, in and for the Parish and City of New Orleans, at his office, in New Orleans, in ten days after the service hereof; and if you fail herein, judgment will be rendered against you by default.

Witness the Hon. Jas. Pitot, Judge of the said Court, this 6th day of March, in the year of our Lord, 1822.

(Signed) MARTIN BLACK,
Register of Wills.

Served copy of petition and citation on the defendant, Widow Poultney.

Returned 12th of March, 1822.

(Signed) J. H. HOLLAND,
D'y Sheriff.

March 11th, 1822.

Before me, Martin Black, Register of the Court of Probates, for, and in the Parish of Orleans, personally appeared, Mr. Christian Milten Berger, who solemnly swears, that he will well and faithfully perform all and singular the duties of under-tutor of Mathilda and Emilie Poultney, minors under the age of puberty, so help him God.

(Signed) C. MILTON BERGER.

Sworn and subscribed before me,

MARTIN BLACK,
Register of Wills.

NEW ORLEANS, this 26th August, 1823.

Filed 26th November, 1832.

To the Hon'ble Chas. Maurian, Judge of the Court of Probates, in and for the City and Parish of New Orleans.

This petition of Emilie Toutant, widow of John Poultney, deceased, humbly shows, that John Poultney, her late husband, departed this life some years ago, leaving two children, Mathilda Poultney, and Emilie Poultney, and who are now minors, above the age of puberty.

That your petitioner, as their mother, and natural tutrix, has not as yet taken the oath required by law, in such cases, and that Christian Milten Berger, who was appointed under-tutor to the said minors, by an order of this Hon'ble Court, on the 26th day of August, 1823, has since departed this life.

Wherefore she prays, that she may be permitted to qualify, and

take the oath, as natural tutrix, as aforesaid; and that an under-tutor may be appointed for them, &c.

(Signed) J. R. GRYMES,
For Petitioner.

Let the petitioner be acknowledged and sworn as natural tutrix of her minor children, and let John R. Grymes, Esq., be appointed under-tutor to the said minors.

(Signed) CHA'S MARIAN,
NEW ORLEANS, 26th Nov., 1832. Judge.

State of Louisiana, Parish of Orleans; Court of Probates.

Before me, Martin Blache, Register of Wills in and for the City and Parish of New Orleans, personally came and appeared Mrs. Emilie Toutant, widow of the late John Poultney, who solemnly swears, that she will well and faithfully perform all and singular the duties of natural tutrix of her minor children, Mathilda Poultney and Emilie Poultney. So help her God.

(Signed) V. POULTNEY,

Sworn to and subscribed before me, at New Orleans, this 26th day of Nov., 1832.

(Signed) MARTIN BLACHE,
Register of Wills.

State of Louisiana, Parish of Orleans; Court of Probates.

Before me, S. Blossman, Deputy Register of Wills in and for the City and Parish of New Orleans, personally came and appeared John R. Grymes, Esq., who solemnly swears, that he will well and faithfully perform all and singular the duties of under-tutor of the minors, Mathilda and Emily Poultney. So help me God.

(Signed) J. R. GRYMES.

Sworn and subscribed before me, New Orleans, 1st Dec. 1832.

(Signed) S. BLOSSMAN,
Deputy Register of Wills.

Filed 28th February, 1833.

To the Hon'ble Charles Marian, Judge of the Court of Probates in the City and Parish of New Orleans.

The petition of Emily Toutant, natural tutrix of Mathilda Poultney and Emilie Poultney, both minors, above the age of twelve years; the said parties, residing in New Orleans,

Respectfully show: That the said tutrix believes, that it will be for the interest of said minors to accept the succession of their de-

ceased father, with benefit of inventory; that, for this purpose, it is necessary that a family meeting be convened to deliberate upon the expediency of such acceptance; she prays, that your Honor, also, be pleased to order that a family meeting to be composed of relations of said minors, and, in default of the necessary number of relatives, friends of the family, be convened in due form of law for the full purpose above mentioned.

(Signed) JOHN SLIDELL,
Att'y for Petitioner.

Let the family meeting prayed for be convened, and held at the office of Carlisle Pollock, Esq., notary public, for the purpose of deliberating and giving their opinion upon the subject-matter of the within petition; said family meeting to be composed of the following persons, to wit: Jacques Toutant, Louis Toutant Beauregard, Antonio Ducros, Marcelle Ducros, and Bazile Beauregard, relatives of the minors, Emily and Mathilda Poultney, and let John R. Grymes, Esq., the under-tutor of said minors, be notified to attend said meeting.

(Signed) CHA'S MAURIAN,
NEW ORLEANS, 28th February, 1833. Judge.

Court of Probates.

Messrs. Jacques Toutant, Louis Toutant, Antonio Ducros, Marcelle Ducros, and Bazile Beauregard—You are hereby cited to attend at a meeting of the family of the minors Poultney, at the office of Carlisle Pollock, Esq., notary public, on Saturday, the 9th of March, 1833.

By order of the Court.

(Signed) S. BLOSSMAN,
D'y Register of Wills.

Received, 4th March, 1833; served, 5th March, on Messrs. Jacques Toutant, L. T. Toutant Beauregard, in the Parish of St. Bernard.

Returned 6th March, 1833.

(Signed) LS. BRUGIERE,
Sheriff.

Filed 13th March, 1833.

On the ninth of March, eighteen hundred and thirty-three, by virtue of an order from the Hon'ble the Court of Probates, in and for this City and Parish of New Orleans, bearing date the twenty-eighth of February last, a true copy whereof is hereunto annexed, before me, Carlisle Pollock, a notary public in and for this City of New Orleans, duly commissioned and sworn, personally came and appeared, Jaques Toutant, Louis Toutant Bauregard, Antoine Du-

cros, Marcel Ducros, and Bazille Bauregard, nominated by the Hon'ble the Court aforesaid, as the nearest relations to form a family meeting of the family of Mathilde Poultney and Emily Poultney, minor children and heirs of John Poultney, Junior, late of this city, deceased, both surviving issue of his marriage with Mistress Emily Toutant; and also appeared John Randolph Grymes, under-tutor of said minors; and the said appearers having been duly sworn by me, notary, in the manner prescribed by law, acknowledged that they have been duly cited to this assembly three days first to the date hereof, and having thereupon found themselves in family meeting in presence of said under-tutor, I submitted unto them the petition presented unto the said Court by their said mother and natural tutrix, in which she has set forth that she believes it will be for the interest of said minors to accept the succession of their said late father, with and under benefit of inventory, and has prayed for the convening of this assembly to deliberate and give their opinion on said matters; and the said members having maturely deliberated on the subject-matter of said petition, declared, that they are unanimously of opinion that said succession ought to be accepted for said minors, and under benefit of inventory; and they recommend that the said tutrix, or whosoever else the same doth or may concern, be authorized so to do; and thereupon they signed their names, together with the under-tutor, who declared that he approves the said deliberation, and consents to the homologation thereof.

(Signed) L. T. BAUREGARD,
ANTONIO DUCROS,
B. BAUREGARD,
JOHN R. GRYMES,
J. TOUTANT,
TH. MARCEL DUCROS.

Done and passed at New Orleans, this ninth day of March, eighteen hundred and thirty-three, in presence of William Lake and Achille Chapella, witnesses, who have hereunto signed their names with me, notary.

(Signed) WILLIAM LAKE,
ACHILLE CHAPELLA,
CARLISLE POLLOCK,
Not. Pub.

Certified a true copy of the original on record in the archives of my office.

(Signed) CARLISLE POLLOCK,
Not. Pub.

New Orleans, 12th March, 1833.

Filed 13th March, 1832.

To the Hon'ble Chas. Maurian, Judge of the Court of Probates in and for the City and Parish of New Orleans.

The petition of Emily Toutant, mother and natural tutrix of the minors, Mathilde and Emilie Poultney, respectfully shows:

That herewith she presents the proces verbal of the proceedings of a family meeting of the said minors, held on the 9th March, 1833, before Carlisle Pollock, notary public of New Orleans, by virtue of an order given by your Honor to that effect, on the 28th of February, 1833; and inasmuch as the said family meeting, with the consent of John R. Grymes, under-tutor of said minors, has advised the acceptance of the succession of their father, John Poultney, with the benefit of inventory by the said minors, your petitioner prays that said proceedings may be homologated, and that she be authorized to accept the said succession for the said minors, with benefit of inventory aforesaid, and that the necessary orders be given for the taking of said inventory, and carrying into effect the said acceptance.

(Signed) JOHN SLIDELL,
Att'y for Petitioner.

Let the accompanying deliberations of family meetings be filed and homologated; let the petitioner, on behalf of her minor children, be authorized to accept the succession of their deceased father, John Poultney, Jr., under benefit of inventory; let an inventory of the property of said estate be taken by Carlisle Pollock, Esq., Not. Pub., in presence of John R. Grymes, Esq., the under-tutor of the minors, and let Messrs. S. M. Castanedo and William Lake be appointed experts to appraise the property to be so inventoried.

(Signed) CHARLES MAURIAN,
NEW ORLEANS, 13th March, 1833. Judge.

State of Louisiana, City of New Orleans. Court of Probates.

Before me, Charles Maurian, Judge of the Court of Probates in and for the Parish and City of New Orleans, personally came and appeared Messrs. J. M. Castanedo and William Lake, who solemnly swear, that they will well and faithfully perform all and singular the duties of experts, to appraise the property to be inventoried, as belonging to the estate of the late John Poultney, Jr. So help him God.

(Signed) J. M. CASTANEDO,
WM. LAKE.

Sworn to and subscribed before me; New Orleans, this 19th day of March, 1833.

(Signed) CHAS. MARIAN,
Judge.

Filed 2d April, 1833.

To the Hon'ble Chas. Maurian, Judge of the Court of Probates, in and for the Parish and City of New Orleans.

The petition of Emilie Toutant, natural tutrix of her minor children, Mathilda and Emily Poultney, respectfully sheweth:

That herewith she presents an authentic copy of an inventory made in due form of law, by Carlisle Pollock, Not. Pub., of New Orleans, of the property of the succession of John Poultney, Junior, the deceased father of said minors, which inventory has been made in pursuance of an order of your Honor, of the 13th March, 1833, and your petitioner declares, as she hereby does, that she accepts, for the said minors, the succession of their said father, with benefit of inventory—prays that the said inventory be homologated.

(Signed) JOHN SLIDELL,
Att'y for Petitioner.

It is ordered, that the accompanying inventory be filed and homologated.

(Signed) CHAS. MAURIAN,
NEW ORLEANS, 3d April, 1833. Judge.

On the fourteenth day of March, eighteen hundred and thirty-three, by virtue of an order from the hon'ble the Court of Probates, in and for the hon'ble the Court of Probates, bearing date the thirteenth instant, issued on a petition presented to the said Court, by Mrs. Emilie Toutant, widow of John Poultney, Junior, of this city, in her quality of mother and natural tutrix of the minors, Mathilde Poultney and Emilie Poultney, sole surviving issue of her marriage with the said John Poultney, Jr., true copies of which petition and decree are hereunto annexed for recourse.

I, Carlisle Pollock, a notary public, in and for this City of New Orleans, duly commissioned and sworn, do, for the preservation of the rights and interests of whom it may concern, proceed in manner following to make inventory of all the property, movable and immovable, effects, and credits, belonging to the succession of the said late John Poultney, Junior, accordingly as the same shall be designated to me, by the said widow, in presence of the persons hereinafternamed, viz.:

1. The said Mistress Emilie Toutant (Widow Poultney), herein acting in her said quality of natural tutrix of her said minor children, Mathilda and Emilia Poultney, assisted by John Slidell, attorney-at-law—her counsel.

2. John Randolph Grymes, of this city, counsellor at law, herein acting in his quality of under-tutor of said minors.

3. Jean Marie Castarede and William Lake of this city, experts, appointed and sworn by the said Court of Probates, to appraise the property belonging to the succession of the said deceased John Poultney, Junior; and

4. George Pollock and Joseph Demahy, of this city, witnesses, expressly required.

Immovables.

A lot of ground, situate in this city, on the southern side of Canal Street, designated on the plan of that part of the city made for the

City Corporation, by Tenesse, City Surveyor, as number thirty-nine, having sixty feet front on Canal Street, by one hundred and thirty feet deep. Bounded on one side by lot number forty, and on the other side by lot number thirty-eight, valued at the sum of ten thousand dollars, ... $10,000 00

Two lots of ground, situate in the suburb St. Mary, above this city, in square or islet, comprised within Magazine, Poydras, Camp and Girod Streets, each measuring sixty feet front on the first named street by one hundred and sixty feet in depth. Bounded on one side by property now or late belonging unto Christoval Toledano, and on the other side by property now or late belonging unto William Brand, the said two lots of ground valued together at the sum of fifteen thousand dollars, ... $15,000 00

And thereupon the said widow declared that the said minor children have, in right of their said late father, a claim upon a certain tract of land, situate in the Parish of Jefferson, in this State, distant about three miles above this City, on the same bank of the river, known by the name of the Rousseau Plantation, which their said late father, Jno. Poultney, Jr., purchased either from the late Widow Parris or her heirs, and that the said claim as well as she computes, amounts to upwards of two hundred thousand dollars. This claim is herein set down pro memorandum.

$25,000 00

And thereupon, the said Widow Poultney having been duly sworn by me, Notary, to declare the truth, deposed that she has faithfully designated, as far as she has knowledge thereof, all the property belonging to the succession of her said late husband, and that neither she nor any other persons, to her knowledge, have concealed or withheld anything whatsoever from this inventory, and that in the event of anything being hereafter discovered, she will cause the same to be duly notified to whom it may concern.

And thereupon, there being nothing further to include in this inventory, I, Notary, have closed the same in presence of all the persons hereinbefore named, the value of the property herein appraised amounting to the sum of twenty-five thousand dollars.

Done and closed at New Orleans, this fourteenth of March, eighteen hundred and thirty-three, in presence of George Pollock and Joseph Dumahy, witnesses, who have hereunto signed their names, with the persons hereinbefore named, and me, Notary.

(Signed), Mme. Veuve Poultney, John Slidell, John R. Grymes, J. M. Castorede, Wm. Lake, George Pollock, Jas. de Mahy, Carlisle Pollock, Not. Pub.

I certify the foregoing to be a true copy of the original act on record in my office.

NEW ORLEANS, 1st April, 1833.

(Signed) CARLISLE POLLOCK,
Not. Public.

I, Pierre M. Bertin, deputy clerk, of the Second District Court of New Orleans, State of Louisiana, in which said Court have been transferred by law, all the proceedings, suits, and papers of the late Court of Probates, in and for the Parish and City of New Orleans, which, by the new organization of the judiciary of the State of Louisiana, has ceased to exist, do hereby certify the foregoing to be a full and complete transcript of all the mortuary proceedings had in the matter of the succession of John Poultney, deceased.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Second District Court of New Orleans, this 22d day of April, A. D. 1848, and the 72d year of the Independence of the U. S. of America.

[SEAL.] P. M. BERTIN,
D'y Cl'k.

Exhibit D, filed with Bill, 11th Sept., 1852.

State of Louisiana. Fifth District Court of New Orleans.

No. 2899.

Lloyd & Harrison, John Brands & Co., and Henry Turner, praying a meeting of the creditors of John Poultney, Jr.

Petition filed 11th February, 1820.

To the Hon'ble Joshua Lewis, Judge of the District Court, of the First Judicial District of the State of Louisiana.

The petition of Lloyd and Harrison and John Brands & Co., merchants of New Orleans, and Henry Turner of Natchez, in the State of Mississippi, by his attorney in fact, George Lloyd, most respectfully states, that your petitioners are severally creditors of John Poultney, lately of New Orleans, merchant, deceased.

That the said John Poultney has departed this life, and your petitioners believe that his estate and succession, is in insolvent circumstances and totally insufficient to pay the debts thereof; that the widow of the said deceased has renounced the community and succession aforesaid according to law, and there is now no person legally authorized to administer the same:

Wherefore, your petitioner pray, that a meeting of the creditors of said John Poultney may be called by an order of this honorable Court, to take into consideration the affairs of the said succession, for the purpose of naming a syndic to administer the same, for the

benefit of all concerned, and to do all other acts and things that may be lawful or necessary in the premises.

A. L. DUNCAN,
JNO. R. GRYMES,
Counsels for Petitioners.

Order.

It is ordered that a meeting of the creditors of the estate of John Poultney, deceased, be called at the office of H. Lavergne, Esq., notary public, due notice thereof being first given, for the purposes mentioned in the petition, and in the mean all proceedings against said estate are stayed.

Nathan Morse, Esq., is appointed to represent the absent creditors.

(Signed) JOSHUA LEWIS.

Meeting of the creditors, filed 22d March, 1820.

On this thirteenth day of March, in the year one thousand eight hundred and twenty, and of the Independence of the United States of America, the forty-fourth,

Before me, Hugues Lavergne, duly qualified and commissioned, a Notary Public in and for the City and Parish of New Orleans, residing therein, and in the presence of the witnesses hereinafter named and undersigned,

Personally appeared George Llyod, of this city, merchant, acting for the firm of Llyod & Harrison, and in behalf of Henry Turner, of Natchez, in the State of Mississippi, as being his attorney in fact, and of Eiler and Williams and Micajah Terrell, as also being their attorney hereto annexed, and John Brands & Co., of this city, merchants.

Who declared that they are severally creditors of John Poultney, lately of this city, merchant, deceased, and that the widow of said Poultney having renounced to the community which existed between her and her said husband, as also to his estate, and there being no person legally authorized to administer the same, they have, in conformity with the annexed order of the Honorable the first District Court, met and assembled in this office, in order to take into consideration the affairs of the late John Poultney and appoint syndics to administer the same; they do severally declare that they are creditors of the estate of said John Poultney for the amount marked opposite to their names, respectively, on the Bilan of the said John Poultney now on file in the office of the late John Lynd, Notary Public of this city, and do appoint and nominate as syndics to said estate George Llyod, Henry Foster, and Peter V. Ogden; to all of which they have respectively sworn and signed their names.

(Signed) G. LLYOD,
HENRY FOSTER.

Personally appeared Doctor C. H. Milltenberger, who declared that he is creditor of the estate of the late John Poultney, for a sum of two hundred and seventy-five dollars, due him for his professional services, that he votes for George Llyod, and Henry Foster, and Peter V. Ogden, to be syndics of the estate left by the said John Poultney, to all of which he swore and signed his name.

(Signed) CHAS. MILLENBERGER.

Personally appeared Joseph Pilie, of this city, who being duly sworn declared, that he is well and truly a creditor of the estate of the late John Poultney, for a sum of one hundred and twenty dollars for his professional services, that he votes for George Llyod, Henry Foster, and Peter V. Ogden, to be syndics of the estate of the said John Poultney.

In testimony whereof, this appearer signed his name.

(Signed) JH'N PILIE.

From which deliberations it results that Messrs. George Llyod, Henry Foster, and Peter V. Ogden, have been nominated and appointed syndics to administer the estate of the late John Poultney.

And after having waited till three o'clock in the afternoon without any other creditor having appeared, I, the said Notary, did close these presents.

Done at the City of New Orleans, in my office, the day, month, and year as above-mentioned, in the presence of John Baptiste Desdunes, Jr., and John Baptiste D. Augustin, witnesses, residing in this city, and requested to be present at the execution of these presents, who signed with me, the said Notary, after the contents of this act had been fully read and understood. The original signed.

J. B. DESDUNES, fils,
J. B. AUGUSTIN, fils.

H. LAVERGNE,
Notary Public.

I certify the foregoing to be a true copy of the original deposited in my office. In testimony whereof I grant [SEAL.] these presents under my signature and seal of office, at the City of New Orleans, the day, month, and year above written.

(Signed) H. LAVERGNE,
Notary Public.

Order; recorded 22 March, 1820.

Llyod and Harrison, John Brands & Co., and H. Turner, praying a meeting of the creditors of John Poultney.

This day, came A. L. Duncan, Esq., of counsel for the petitioners, and filed the proceedings of the creditors of the late John Poultney, had before H. Lavergne, Esq., Notary Public.

Petition; filed 4 April, 1820.

To the Hon'ble the Judges of the District Court of the State of Louisiana, from the 1st Judicial District.

The petition of Peter V. Ogden, George Lloyd, and Henry Foster, Respectfully showeth: That, at a meeting of the creditors of the estate of John Poultney, Jr., deceased, convened at the office of H. Lavergne, Esq., Notary Public, of the City of New Orleans, in pursuance to an order of this Hon'ble Court, your petitioners were duly appointed syndics of said estate, as will appear by the proceedings of said creditors, now on file in this Court; that more than ten days have elapsed since the filing of said proceedings, and that no opposition has been made thereto.

Wherefore, your petitioners pray that, by an order of this Hon'ble Court, they may be authorized to take possession and sell the property of said estate, as the law directs; and as in duty bound, &c.

(Signed) A. L. DUNCAN,
J. R. GRYMES,
For Petitioners.

Order.

It is ordered, that the syndics be authorized to take possession of the property referred to in the petition, and sell the same, as prayed for.

(Signed) JOSHUA LEWIS,
Judge, &c.

Petition; filed 24 April, 1820.

To the Hon'ble Joshua Lewis, Judge of the District Court of the First Judicial District of the State of Louisiana.

The petition of George Llyod, Peter V. Ogden, and Henry Foster, syndics of the creditors of John Poultney, deceased, most respectfully showeth: That the said John Poultney died possessed of a certain real estate in the city and vicinity of New Orleans, viz., one plantation adjoining the said city, purchased by the said deceased of the widow Rousseau; of seven vacant lots adjoining the said plantation; a house and lot in Magazine Street, in the faubourg St. Mary; and a house and lot in Canal Street, in the City of New Orleans; that the said property is subject to the following mortgages, to wit: the plantation purchased of Mrs. Rousseau, to a mortgage for eighty thousand dollars, one instalment of which, say sixteen thousand dollars, has been due since the month of May, 1819, and another for the like sum, will be due in the month of May next, and the three remaining instalments of the same will be due in three years, by payment from and after the said month of May next.

The property in Magazine Street, to a mortgage from eleven thousand dollars, to the whole of which is now due; and the property in Canal Street, to a mortgage of thirteen hundred and sixty-six dollars, one-half of which is now due; *and the property on Canal Street, to a mortgage of thirteen hundred and sixty-six dollars, one half of which is now due;* remaining half will be due in the month of May next.

Your petitioners therefore pray that they may be authorized to sell the said property, for the purpose of paying the said mortgages, upon such terms and in such manner as this Hon'ble Court shall direct, for the best interest of the said succession, and the creditors thereof.

A. L. DUNCAN,
JNO. R. GRYMES,
Counsel for Petitioner.

Order; recorded 24th April, 1820.

On motion of J. R. Grymes, Esq., of counsel for the syndics of the creditors of the late John Poultney, upon reading and filing a petition of the said syndics, praying that they may be authorized to sell the real property belonging to the said estate; thereupon ordered by the Court, that the creditors of the estate of John Poultney, as well as all others interested therein, show cause, if any they have, on or before Saturday, the 6th day of May next, why the prayer of the petition shall not be granted, and the real property belonging to the said estate, sold accordingly.

Petition filed 5th January, 1821.

To the Hon'ble Joshua Lewis, Judge of the First Judicial District of the State of Louisiana.

The petition of R. L. Rochelle and H. Schiff, Patrick Wade, and Oliver H. Spencer, creditors of John Poultney, did respectfully show, that a meeting of the creditors of said Poultney hereto made, under the order of this Court, Peter V. Ogden, Lloyd and Henry Foster, were duly appointed syndics thereof.

That, since said appointment, Peter V. Ogden, one of the syndics, has departed this life, wherefore your petitioner prays, that a meeting of said creditors be called for the purpose of appointing another syndic in place of the said P. V. Ogden, dec'd.

N. MORSE,
Att'y for Petitioner.

Document annexed to Petition.

List of Creditors.

James Meyes,
Jacob C. Cook,
Daniel D. Smith,
Archibald McGhee,
John Jones,
Syndic of Ed. Brooks,

Geo. Hamilton,
William Richards,
Henry Laverty,
Peter Reund,
Bricken A. Semple,
R. C. Shepperd & Co.,
W. M. & J. W. Hyde,
Planche & Courcelle,
Dubourg & Baron,
Bore, Brothers & Co.,
Beatty & Greeves,
David McCall,
William Cury,
Brehan & Hutchings,
Rub & Turnbull,
Samuel Ivey & Co.,
Patrick Norris,
Hubert & Tomy,
B. T. Blooke & Brothers,
McNeil, Fisk & Rucherford,
J. E. Beauregard,
Taylor & Purcell,
Wal Syler,
W. & D. Flower,
James Freret,
Foot, Huntingdon & Co.,
William Waters,
Richard Havendon,
Montgomery & Stringer,
J. B. Perrault,
Hart & Gorham,
N. White & Co.,
Giler & William,
Nathan Matthew,
Th. Plonum,
William Mitchell,
Wm. Humphreys,
Thos. Bossett,
Ben. Levy & Co.,
Alex. Prieur,
Spencer & Lee,
M. Terrell,
C. L. Philips,
Wilkie & Grow,
S. P. Walker,
W. Fletcher,
Paxton, Bernard & Co.,
R. Pamur,
Richardson & Fisk,
Henry Turner,
Hagan & Millon,
Fort & Clement,
Jos. Barrett, Jr.,
Rochelle & Shiff,
Lepretre & Aubert,
Peyroux & Rivarde,
S. Blackwell,
James Sterrett,
John Brant & Co.,
John Richards,
A. Griswold,
Lloyd & Harrison,
Thomas Burrow & Co.,
Head & Lyons,
J. Sersier,
Gilbert & Williams,
Miller & Rowan,
Anderson & Bay,
Simon Cucullur,
Nair, Nelson & Co.,
Brahan & Drake,
John W. Oddie,
Townsend & Drummer,
C. Stump,
Ed. Magruder & Co.,
T. Phillips,
Job, Squire & Co.,
Wm. Watson & Co.,
Wm. Fitz, Jr.,
Liuntaud, Bro's & Co.,
H. D. Hill,
G. & W. Viner,
Denniston, Hill & Co.,
Duchamp & Kennedy,
M. D. Davidson,
Thomas Bank,
C. H. Spencer,
Wm. Alderson,
Alex. Philips,
J. Megarey,
Ant. Mendez,
L. J. Beauregard,
V. J. Beauregard,
Moses A. Duffy,

H. Landreau,
J. B. Wilkinson,
S. Nancurrow,
J. Burnett,
Bruny & Williams,
Harrod & Ogdens,
J. B. Gilly,
Harlow F. Torrey.
Joseph Byrnes,
Southwait & Betts,
C. H. Hyde,
J. Brown & Co.,
R. Harrison,
President of the State Bank,
Thos. L. Shannon,
F. Duplissis, Jr.

Order.

It is ordered, that the creditors be notified to meet at the office of S. Blane, for the purpose mentioned in the petition, due notice being first given.

JOSHUA LEWIS.

Order.

Recorded March 2d, 1821.

In the matter of JOHN POULTNEY
v.
His CREDITORS. } No. 2899.

On motion of Nathan Morse, Esq., on behalf of A. L. Duncan, and J. R. Grymes, Esqrs. Thereupon ordered by the Court, that the syndics of the creditors of the said John Poultney, Jr., show cause to-morrow, the 3d day of March, instant, why they should not pay them the sum of five hundred dollars each, for professional services herein.

Order.

Recorded March 8th, 1821.

In the matter of JOHN POULTNEY
v.
His CREDITORS. } No. 2899.

On motion of Nathan Morse, Esq., of counsel for the syndics of the said John Poultney's creditors, on filing a copy of the proceedings of the said creditors, had before S. Blane, Esq., Notary Public, on the 7th day of February last. Thereupon ordered by the Court, that the creditors of the said John Poultney, as well as all others interested herein, show cause, on or before Tuesday, the 20th day of the present month of March, why the proceedings of the said creditors, appointing T. L. Turner, syndic, in the room of Peter V. Ogden, deceased, should not be confirmed according to law.

Proceedings before Notary, filed March 8th, 1821.

By virtue and in pursuance of an order issuing out of the Hon'ble District Court, for the First Judicial District of this State, dated the fifth January, 1821, for a meeting of the creditors of the estate of the late John Poultney, deceased, to deliberate on the subject-matter of the petition of R. S. Rochelle, H. M. Shiff, Patrick Ware, and Oliver H. Spencer, creditors of the said estate, filed in said Court, praying for such meeting for purpose of appointing a person in the place of Peter V. Ogden, deceased, late syndic of said estate.

Be it known, that this seventh day of February, in the year one thousand eight hundred and twenty-one, before me, Savinien Blanc, Notary Public, in and for the City of New Orleans, duly commissioned, personally appeared Nathan Morse, Esquire, of Counsel for said petitioning creditors, who, referring to the copy of said petition, with the said order of Court hereunto in the margin annexed, declared and submitted to the meeting, that in consequence of the death of Peter V. Ogden, one of the syndics heretofore named by the creditors, it has been necessary for the purpose of conducting the affairs in relation to said estate, that another person should be appointed to supply his place.

Thereupon appeared the following creditors of the late John Poultney, Jr., who declared as follows:

Personally appeared, George M. Ogden, of the house of Harrod & Ogden of this city, who having been duly sworn, deposed that his said house as creditors of the estate of said deceased, to an amount already proved and sworn to in former proceedings of creditors in this case, and that for this said house, he votes for Fielding L. Turner, to be syndic of said estate, in the place of Peter V. Ogden, deceased.

In faith whereof he hereunto signs his name,

(Signed) G. M. OGDEN.

The said George M. Ogden further deposed, he is agent for Oliver H. Spencer, and fully authorized to act for him, and that the said Spencer is a creditor of the said estate, to an amount already proved and sworn to in former proceedings, and that on behalf of the said Spencer, deponent votes for F. L. Turner, to be syndic of said estate, in the place of P. V. Ogden, deceased.

In faith whereof he hereunto signs his name.

G. M. OGDEN, for O. H. SPENCER.

Personally appeared, George Salkredt, of the firm of Salkredt, Lloyd & Co., of this City, late Lloyd & Harrison, who being duly sworn, deposed that his firm are creditors of the said estate, to an amount already proved and sworn to in former proceedings of these

creditors, and that he votes for F. L. Turner, to be syndic of the said estate, in the place of P. V. Ogden, deceased.

In faith whereof he hereunto signs his name.

(Signed) GEORGE SALKREDT.

And no other person having appeared in this case, at the hour of three o'clock of the day aforesaid, I, the said notary, did close these proceedings.

In faith whereof I grant these presents under my signature.

(Signed) SAV'N BLANC,
Not. Pub.

I certify the a true copy of the original proceedings extant in my current register. In faith whereof I hereunto set my hand and seal, at New Orleans, this 5th day of March, 1821.

[L. S.] SAV'N BLANC,
Not. Pub.

Order; recorded 24th April, 1821.

In the matter of JOHN POULTNEY
v.
His CREDITORS. } No. 2899.

On motion of Levi Pierce, Esq., of counsel for P. H. Chaldan. Thereupon ordered by the Court, that the syndics of the creditors of the said John Poultney show cause, on Saturday next, the 28th day of the present month of April, why they should not pay to the said Chatelan the sum of four hundred and fifty-nine $\frac{88}{100}$ dollars, as a privilege debt for his services as a clerk, and to said J. Poultney as per account, filed by him this day.

Sheriff's Return.

Served copy of the within order on Henry Forster, April 25th, 1821.

Returned April 26th, 1821.

(Signed) J. H. HOLLAND,
D'y Sheriff.

Account and claim of P. H. Chatelain, filed 24th April, 1821.

Estate of John Poultney, Jr., in account curr't with P. H. Chatelain.

Dr.

1819.		
April 26,	To balance of acc't to this day, . . .	$72 39
Oct. 19,	" This amount paid a custom-house bond of yr's in U. S. Bank, ...	109

Oct. 23,	" This sum for my services as clerk from the 26th of April last, up to this day, say five months and twenty-seven days @ $75 p'r m't, ...	442 50
		$623 89

Cr.

June 14,	By cash rec'd of you this day, . . .	$60 00
" 21,	" ditto ditto	16 00
July 5,	" ditto "	60 00
Aug'st 13,	" ditto "	30 00
" 19,	" ditto "	8 00
Oct. 23.	" Balance due P. H. C., ...	459 89
		$623 89
To balance bro't down, ...		$459 89

Errors excepted.

Approved.

(Signed) A. PRIEUR.

NEW ORLEANS, 3d June, 1820.

Order: recorded 26th April, 1821.

In the matter of JOHN POULTNEY
v.
His CREDITORS. } No. 2899.

On motion of Isaac T. Preston, Esq., of counsel for Th. Callahan, on filing the claim of said Callaghan herein. Thereupon ordered by the Court that the syndics of the creditors of the said J. Poultney, show cause on Saturday next, the 28th day of the present month of April, why the said Callaghan should not be placed on the Bilan of said Poultney for the sum of one hundred and thirty-seven dollars, for his services in the employ of said Poultney, and why the same should not be paid him by privilege.

Sheriff's Return.

Rec'd April 27th 1821, at 9 o'clock P. M. and served copy of the within order on F. L. Turner, Esq., April 27th, 1821.
Returned April 28th, 1821.

T. H. HOLLAND,
D'y Sheriff.

Petition of Tho's Callanghgan: filed 26th April, 1821.

JOHN POULTNEY
v.
His CREDITORS. } District Court, 1st District.

The petition and claim of Thomas Callanghgan in the above case, respectfully showeth.

That the estate of John Poultney is justly indebted to him in the sum of one hundred and thirty-seven dollars for his services as a laborer in taking care of the plantation of said John Poultney above, and adjoining the City of New Orleans, from the 9th day of October, 1819, to the 13th day of June, 1820, being nine months and four days, at fifteen dollars per month, making the said sum of one hundred and thirty-seven dollars.

And your petitioner shows that George Lloyd, Henry Foster, and Fielding L. Turner, are the syndics of the creditors of the said estate, and that they contest the claim of your petitioner.

Your petitioner therefore respectfully prays that the said syndics may be cited to appear and show cause why judgment should not be rendered in his favor against said estate, for the said sum of one hundred and thirty-seven dollars, with interest and costs, and that judgment may be thus rendered, by that your petitioner may be paid by privilege out of the said estate, as in duty bound, &c.

ISAAC T. PRESTON,
Att'y for Petitioner.

Order: recorded 28th April, 1821.

In the matter of JOHN POULTNEY
v.
His CREDITORS. } No. 2899.

This cause came on to day for argument on the claim of P. H. Chatelain filed herein.

PIERCE,
For Complainant.

Whereupon it was ordered to be continued.

Petition: filed 14th May, 1821.

To the Hon'ble Joshua Lewis, Judge of the District Court, for the First Judicial District of the State of Louisiana.

The petition of Henry Turner, Llyod & Harrison, and all creditors of the estate of J. Poultney, Jr., respectfully shows:

That Fielding L. Turner, who was nominated one of the syndics of the estate of J. Poultney, Jr., has declined accepting said office of syndic, or performing any of the duties; your petitioner, therefore prays that another meeting of the creditors may be called, at such hour and place as this Court may seem meet, to appoint a syndic to the estate of J. Poultney, Jr., in place of F. L. Turner resigned.

L. PRINCE,
Their Att'y.

Order on Petition.

It is ordered, that a meeting of the creditors of the estate of John Poultney, dec'd, be called at the office of G. Stringer, Esq., Not.

Pub., due notice thereof being first given for the purpose mentioned in the petition.

N. Morse, Esq., is appointed to represent the absent creditors.

JOSHUA LEWIS.

State of Louisiana, Fifth District Court of New Orleans.

I do hereby certify that the above and foregoing nineteen pages, do contain a full and complete transcript of the record of the proceedings had in the matter of Llyod & Harrison, John Brands & Co., and Henry Turner, praying a meeting of the creditors of John Poultney, Jr., instituted before the late First Judicial District Court, of the State of Louisiana, under the number 2899, the records of which Court have been by law transferred to the aforesaid Fifth District Oourt of New Orleans.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said Court, at the City of New Orleans, this 5th day of April, in the year of our Lord, 1848, and the 72d year of the Independence of the United States of America.

[SEAL.] JOHN J. BARON,
D'y Cl'k.

State of Louisiana. First Judicial District Court.

Be it remembered, that on the ninth day of May, in the year of our Lord one thousand eight hundred and twenty, into the District Court, in and for the First Judicial District of the State of Louisiana, holden in the City of New Orleans, came Harrod and Ogden, by Edward Livingston, Esq., their attorney, and filed the following petition, to wit:

Petition.

To the hon'ble the District Court of the State of Louisiana, for the First District.

The petition of Charles Harrod, George M. Ogden, and Peter Ogden, lately trading under the firm of Harrod & Ogdens, at New Orleans, in the District aforesaid, humbly showeth:

That on the 27th day of May, 1818, John Poultney, of the said City, now deceased, purchased from Madame Catiche Millet, widow of Pierre George Rousseau, a parcel of land, about half a league above the City of New Orleans, on the same side of the river, of about ten arpents in front on the river, by all the depth which might belong to it, according to the titles of the said land, closing in the river, where it terminates in a point conformably to the plan thereof by B. Lafon, dated the 10th January, 1806, bounded on the upper side by the lands of Mr. Livandais, and on the lower side, by lands belonging heretofore to the Nuns, and now established as a suburb,

under the name of the Suburb of the Annunciation, excepting certain lots laid out on the said land, No. 37, 54, 55, sold to L. Pignatel; lots No. 23, 24, 34, and a parcel of land forty feet front by twelve hundred feet English measure in depth, adjoining the plantation of Mr. Livandais, sold to John K. Smith. Lots No. 1, 2, 3, 4, 6, 7, 25 and 34, to Alexander Hamilton Smith. Lots, No's 18, 19, 20, 21, 22 and 33, to Patrick Wade, Jr.; and lots No's 44 and 76, and a piece of land, forty feet wide by eighty feet in depth, bounded on one side by Mr. Livandais, and on the other by the lands of the seller, in continuation of, and adjoining the lands sold as aforesaid, to the said Smith, and 72 and 78, sold by the said widow Rousseau to the said Lazarre Pignatel, which tract was purchased by the said John Poultney for and in consideration of the sum of one hundred thousand dollars, of which he paid twenty thousand in cash, and for the remaining eighty thousand dollars, he gave five promissory notes, each for the sum of sixteen thousand dollars, payable severally in one, two, three, four and five years from the date of the said sale, each note being drawn by the said John Poultney in favor of your petitioners, and endorsed by them; and by the said sale, it was agreed by and between the said parties, that the said lands so sold, and all improvements to be made thereon, should remain specially mortgaged for the payment of the said several notes, and that in case the said John Poultney should make default in the payment thereof, and your petitioners, as endorsers, should be called on to pay the sum; that then they should be subrogated to the said mortgage, and all the rights of the said seller, as by the said act of sale to this petition annexed, and to which your petitioners for greater certainty refers, may appear.

And your petitioners show, that after making the said purchase, the said John Poultney, having become unable immediately to meet the payment of his debts, called a meeting of his creditors, and obtained a respite of one, two and three years, and that he shortly thereafter died, and his estate being insolvent, at a meeting of his creditors, George Lloyd, Peter V. Ogden, and Henry Foster, were appointed syndics for the said estate.

And your petitioner show that the first of the said notes for sixteen thousand dollars, due on the 27th May, 1819, having been protested, was paid by your petitioners, and is now produced to this Hon'ble Court, annexed to this petition; and that another of the said notes will be due in a few days, and as they are informed and believe, no provision can be made from any other part of the estate of said John Poultney, for the payment of that, or any other of the said notes as they will become due, but that your petitioners will be called on as endorsers for payment of the same.

And your petitioners show that they have been informed that H. C. Torry, of the said city, merchant, claims some interest in the said lands, under the said John Poultney, subsequent to the mortgage, but of what nature precisely your petitioners do not know.

Your petitioners, therefore, pray an order of this Hon'ble Court, for the seizure and sale for the said mortgaged premises. Your petitioner consenting that so much cash shall be required on the said sale as will be sufficient to pay the amount of the two first mentioned notes of $16,000 each, and the necessary costs and expenses, and that the other payments may be made to coincide with the periods at which the other three notes shall respectively fall due, and that the said George Llyod, Peter V. Ogden, Henry Foster, and the said H. J. Torry may be cited to answer this petition, and your petitioners, &c.

(Signed) EDWARD LIVINGSTON,
For Petitioners.

Affidavit.

Geo. M. Ogden, one of the pl'ffs, being sworn, doth depose that the facts stated in the above petition are true.

(Signed) G. M. OGDEN.

Sworn to and subscribed in open court, 8th May, 1820.

(Signed) MARTIN GORDON,
Clerk.

Document annexed to petition.

(Translated from the French.)

Before me, Michel De Armas, the undersigned notary public, residing in the City of New Orleans, State of Louisiana, United States of America, and in presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Mrs. Catiche Millet, widow of Mr. Pierre George Rousseau, a resident of the Parish of Orleans, and who by these presents has sold, ceded and transferred, now and forever, with full guarantee against all disturbances, debts, mortgages, evictions, alienations or other incumbrances whatsoever,

Unto John Poultney, a merchant, residing in this said city, present and accepting purchaser for himself, his heirs and assigns, a certain tract of land, situated about half a league above the City of New Orleans, and on the same bank of the river, measuring about ten arpents front to the river, with the whole depth thereunto belonging, according to the titles of said tract of land, closing in the rear, and terminating in a point, according to the plan drawn by B. Lafon, dated 10th January, 1806, and adjoining above, the land of Livandais, Jr., and below, the land formerly belonging to the Religious Nuns, and now established and known as Annunciation Faubourg, together with the dwelling-house, buildings and improvements thereon, with no reservation whatever in favor of said vendor. All which premises are well known to said purchaser, who declares to have seen and

under the name of the Suburb of the Annunciation, excepting certain lots laid out on the said land, No. 37, 54, 55, sold to L. Pignatel; lots No. 23, 24, 34, and a parcel of land forty feet front by twelve hundred feet English measure in depth, adjoining the plantation of Mr. Livandais, sold to John K. Smith. Lots No. 1, 2, 3, 4, 6, 7, 25 and 34, to Alexander Hamilton Smith. Lots, No's 18, 19, 20, 21, 22 and 33, to Patrick Wade, Jr.; and lots No's 44 and 76, and a piece of land, forty feet wide by eighty feet in depth, bounded on one side by Mr. Livandais, and on the other by the lands of the seller, in continuation of, and adjoining the lands sold as aforesaid, to the said Smith, and 72 and 78, sold by the said widow Rousseau to the said Lazarre Pignatel, which tract was purchased by the said John Poultney for and in consideration of the sum of one hundred thousand dollars, of which he paid twenty thousand in cash, and for the remaining eighty thousand dollars, he gave five promissory notes, each for the sum of sixteen thousand dollars, payable severally in one, two, three, four and five years from the date of the said sale, each note being drawn by the said John Poultney in favor of your petitioners, and endorsed by them; and by the said sale, it was agreed by and between the said parties, that the said lands so sold, and all improvements to be made thereon, should remain specially mortgaged for the payment of the said several notes, and that in case the said John Poultney should make default in the payment thereof, and your petitioners, as endorsers, should be called on to pay the sum; that then they should be subrogated to the said mortgage, and all the rights of the said seller, as by the said act of sale to this petition annexed, and to which your petitioners for greater certainty refers, may appear.

And your petitioners show, that after making the said purchase, the said John Poultney, having become unable immediately to meet the payment of his debts, called a meeting of his creditors, and obtained a respite of one, two and three years, and that he shortly thereafter died, and his estate being insolvent, at a meeting of his creditors, George Lloyd, Peter V. Ogden, and Henry Foster, were appointed syndics for the said estate.

And your petitioner show that the first of the said notes for sixteen thousand dollars, due on the 27th May, 1819, having been protested, was paid by your petitioners, and is now produced to this Hon'ble Court, annexed to this petition; and that another of the said notes will be due in a few days, and as they are informed and believe, no provision can be made from any other part of the estate of said John Poultney, for the payment of that, or any other of the said notes as they will become due, but that your petitioners will be called on as endorsers for payment of the same.

And your petitioners show that they have been informed that H. C. Torry, of the said city, merchant, claims some interest in the said lands, under the said John Poultney, subsequent to the mortgage, but of what nature precisely your petitioners do not know.

Your petitioners, therefore, pray an order of this Hon'ble Court, for the seizure and sale for the said mortgaged premises. Your petitioner consenting that so much cash shall be required on the said sale as will be sufficient to pay the amount of the two first mentioned notes of $16,000 each, and the necessary costs and expenses, and that the other payments may be made to coincide with the periods at which the other three notes shall respectively fall due, and that the said George Llyod, Peter V. Ogden, Henry Foster, and the said H. J. Torry may be cited to answer this petition, and your petitioners, &c.

(Signed) EDWARD LIVINGSTON,
For Petitioners.

Affidavit.

Geo. M. Ogden, one of the pl'ffs, being sworn, doth depose that the facts stated in the above petition are true.

(Signed) G. M. OGDEN.

Sworn to and subscribed in open court, 8th May, 1820.

(Signed) MARTIN GORDON,
Clerk.

Document annexed to petition.

(Translated from the French.)

Before me, Michel De Armas, the undersigned notary public, residing in the City of New Orleans, State of Louisiana, United States of America, and in presence of the witnesses hereinafter named and undersigned,

Personally came and appeared Mrs. Catiche Millet, widow of Mr. Pierre George Rousseau, a resident of the Parish of Orleans, and who by these presents has sold, ceded and transferred, now and forever, with full guarantee against all disturbances, debts, mortgages, evictions, alienations or other incumbrances whatsoever,

Unto John Poultney, a merchant, residing in this said city, present and accepting purchaser for himself, his heirs and assigns, a certain tract of land, situated about half a league above the City of New Orleans, and on the same bank of the river, measuring about ten arpents front to the river, with the whole depth thereunto belonging, according to the titles of said tract of land, closing in the rear, and terminating in a point, according to the plan drawn by B. Lafon, dated 10th January, 1806, and adjoining above, the land of Livandais, Jr., and below, the land formerly belonging to the Religious Nuns, and now established and known as Annunciation Faubourg, together with the dwelling-house, buildings and improvements thereon, with no reservation whatever in favor of said vendor. All which premises are well known to said purchaser, who declares to have seen and

visited the same, and neither wishes nor requires any further description thereof.

Said vendor expressly declares that said land is sold by her, together with the rights and charges to which the same may be subject, and such as said tract of land exists and extends, of the extents called for according to the titles, and with no guarantee as to measurement; so that, should the measure fall short, it will be the loss of the purchaser, and the excess of measure, if any, will revert to the benefit and advantages of said purchaser.

Said vendor declares that her said mother, widow Parris, from whom she derives her title to said tract of land, having caused to be divided that portion of the said plantation fronting the road, and caused to be drawn a plan, and, subsequently, a prospectus of the same, bearing date the twenty-third day of May, eighteen hundred and thirteen, both of which were deposited in the office of Pierre Pedesclaux, then a Notary Public in this city; that said plan is at present mislaid, and that the prospectus is to be found annexed to the act of sale executed by said widow Parris, before said Pedesclaux, Notary as aforesaid, in favor of Lazard Peynatel, dated 26th May, eighteen hundred and thirteen; that her said mother, as aforesaid, and subsequently, this vendor, have sold such portions and lots from said tract of land, as will hereinafter be mentioned, and according to the aforesaid plan and prospectus, which said prospectus reads literally as follows, to wit:

"The undersigned, Mrs. Widow Parris, offers for sale the front lots of her plantation, beginning from the road, according to the plan hereto annexed; she grants to each and every purchaser of any of said lots, the right of taking from the batture, the necessary sand to be used for the filling up of said lots, and in the construction of any building on the same, and of the adjoining roads, provided that said sand shall not be carried beyond the limits of said plantation, or bargained and traded away, and provided said sand be taken near the water's edge, and in such places where no injury can result to the levee; said widow Parris reserving for herself, her heirs and assigns, the ownership of the bank of the river, and undertaking and assuming the charge of maintaining the levee, until, by a new or complete division, she be induced to make a formal abandonment of the ownership of the bank of the river as aforesaid, and, in that event, the maintainance of said levee, and the work and labor to be performed on the same shall then be for account of the owners hereinafter named, for their share.

"New Orleans, twenty-third May, eighteen hundred and thirteen.
(Signed) WIDOW PARRIS."

The said vendor, in order to supply and replace the plan which is mislaid, as above stated, has caused to be made by Mr. Potier, surveyor, who had been employed for, and intrusted with the aforesaid

division into lots aforementioned, and with the drawing of a new plan, according to the filed notes in his possession, which said plan, executed as correctly as it could be made with said notes as aforesaid, is annexed to these presents, only for the purpose of establishing the division into lots, which has been made, of a portion of said tract of land, after having been signed *ne varietur* by the parties, and by the undersigned Notary and witnesses, and noting in these presents the fact that said plan is hereunto annexed.

The portions and lots sold by said Mrs. Parris, are the following, to wit: The lots designated on said plan, by Nos. forty-seven, fifty-four, and fifty-five, sold to Lazard Pignatel, as per act, dated the twenty-sixth day of May, eighteen hundred and thirteen, and before Pierre Pedesclaux, Notary Public; lots Nos. twenty-three, twenty-four, and thirty-four; and also a portion of land measuring forty feet front by twelve hundred feet, English measure, in depth, and adjoining Livandais' plantation, sold to John K. Smith, as her act, also before Pierre Pedesclaux, Notary Public, on the twenty-sixth day of May, eighteen hundred and thirteen; lots Nos. one, two, three, four, five, six, seven, twenty-five, and thirty-five, to Alexander Hamilton Smith, as her act, before said Pierre Pedesclaux, Notary Public, as aforesaid, on the tenth of July, eighteen hundred and thirteen; lots Nos. eighteen, nineteen, twenty, twenty-one, twenty-two, and twenty three, to Patrick Wale, Junior, per act, before said Notary, Pierre Pedesclaux, on the fifteenth day of September, eighteen hundred and thirteen; and finally, lots Nos. forty-four and seventy-six, and a portion, forty feet front by eighty in depth, bounded on the one side by lands of Livandais, and on the other by land of vendor, in continuation and adjoining the portion sold to Smith, on the sixth of May, eighteen hundred and thirteen, and the other portion sold to said Smith, by another act, before said Pierre Pedesclaux, Notary as aforesaid, on the fifteen of June, eighteen hundred and thirteen.

The lots, sold by said vendor, are numbers seven and twenty-eight to Lazard Pignatel, as per act, before Philippe Pedesclaux, notary public, on the twenty-eighth day of February, eighteen hundred and seventeen, which said lots and portion of land, as aforesaid, are the only objects, accepted from and by the present sale; and said vendor, for the remainder and balance of said land, subrogates, by these presents, the purchaser to all the rights and actions of whatever character she has or may have, as owner of said tract of land, the object of these presents, and particularly to her rights in and to the said batture now existing and formed; a portion of which said batture has accrued and has been enclosed by a levee (since the drawing of the said plan, drawn by Potier in eighteen hundred and thirteen) in front of said land, between the public road, and the marginal bank or edge of the river, and, likewise, to the increase or accessions which said batture may acquire hereafter.

And said purchaser, from this date, and by virtue of these pre-

sents, to have and to hold, and dispose of the premises as unto him belonging in absolute ownership; said purchaser acknowledging possession of all which is hereby sold unto him, with the exception of the dwelling-house and buildings thereunto belonging, and the garden near the woods, the possession and enjoyment of which this vendor retains until the first day of January next, obligating and binding herself to keep up and repair the levee and road, and to preserve the same in good order and condition during the whole period she will enjoy the same,—to the exclusion of the sugar-house.

The land and other appurtenances, now sold, belong to the said vendor by inheritance from her said mother, Mrs. Marguerite Wiltz, widow by first marriage, of Mr. Millet, her father, deceased, and, by second marriage, of Hyacinthe Parris, deceased; said vendor being the only child, and therefore the sole heir of her said mother, deceased, *ab intestate*.

Said Mrs. Widow Parris was owner of said land, for having inherited of eight arpents, in front, from Mr. Hyacinthe Parris, by virtue of the testament of the latter, dated the twenty-fourth August, seventeen hundred and seventy-six, before Fernandez Rodriguez, then a notary public in said city, by which said testament Mrs. Parris was instituted his sole heir; and for having acquired from Jacques Livandais two more arpents, in front, and adjoining the eight arpents aforementioned, as per act before Pierre Pedesclaux, on the fourteenth September, seventeen hundred and ninety-seven.

Mr. Hyacinthe Parris was owner of the eight arpents of land aforesaid, by purchase from Etienne Vaugine de Nierman, by act, dated the second of August, seventeen hundred and seventy-nine, before J. Bte. Garie, then a notary.

Mr. Livandais was owner of the aforesaid arpents, having acquired the same, together with a greater extent of land, from Mrs. Widow De Laronde, as per act, dated seventeen hundred and sixty-nine, before T. Bte. Garie, then a notary.

The purchaser acknowledges to have received from the present vendor: 1st. The act of sale, executed before Pierre Pedesclaux, on the fourteenth September, seventeen hundred and ninety-seven, by Jacques Livandais to Mrs. Widow Parris, of two arpents of land, forming a part of the land now sold; 2d. The act of sale of Etienne Vaugine Nierman to Hyacinth Parris of eight arpents of land, forming the other part of the land now sold, passed before J. Bte. Garie, on the second day of August, seventeen hundred and seventy-nine; 3d. The act of sale of the eight arpents of land by Augustin Chantalan and Marguerite Songy, his wife, to De Vaugine and Mrs. Pelagie Petit de Levilliers, passed before J. B. Garie, the twenty-eighth day of March, one thousand seven hundred and fifty-eight; 4th. The original act of sale, executed the twelfth day of September, seventeen hundred and fifty-three, by Louis Xavier Delano and Mrs.

Magdaleine Brontin, his wife, to Augustine Chantalon and Mrs. Marguerite Songy, his wife; said sale being under private signature, from the fact and because said Chantalon was, at that period, the only notary in the State of Louisiana, of six arpents, forming part of the eight arpents aforesaid; 5th. A plan of the front of said land, and proces verbal of survey of said land now sold, both executed on the twenty-fourth day of March, eighteen hundred and three, by Mr. Gilbert Guillemard, surveyor, duly commissioned by the government; 6th. And, finally, another plan drawn in conformity with the preceding plan, and representing the prolongation in depth of said land to the point where the same closes, drawn by Mr. Bartholemy Lafon, surveyor, on the tenth day of February, eighteen hundred and six.

As to the other titles, the purchaser shall not require the delivery of the same, from the vendor, who declares having handed, in good faith, all those in her possession; but the purchaser, will be at liberty to obtain the same, in whose possession soever they may be found, or cause copies or extracts thereof to be made at his expense.

This sale is made under condition, that the purchaser, who bind himself by these presents, shall suffer and bear the passive, apparent, or non-apparent servitudes, with which the land now sold may be burthened, with the right of defending and protecting himself from the same—and he shall avail himself of, and claim the active servitudes, at his own risk, peril, and chance.

And, moreover, in consideration of the sum of one hundred thousand dollars on acct. of which the vendor acknowledges to have received in cash, previous to the execution of these presents, and out of the sight and presence of the undersigned notary and witnesses—the sum of twenty thousand dollars, from the present purchaser, for whose benefit she, said vendor, hereby grants good and valid acquittance and discharge, renouncing to the benefit of the law non numerata pecunia, and to other laws relative thereto;—and, as to the sum of eighty thousand dollars, the remaining sum making up the full price of the present sale, the purchaser promises, and obligates himself to pay the same to the said vendor, or her assigns, in five equal payments, or annual instalments, of sixteen thousand dollars each; the first, to fall due, and requirable in one year,—the second, in two years,—the third, in three years,—the fourth, in four years, and the fifth and last in five years, from the date of these presents;—and, in order to facilitate the said vendor in the disposal and transfer of said several claims and obligations, the purchaser has forthwith furnished and delivered to said vendor, five several promissory notes—said vendor acknowledging the receipt thereof, and granting full acquittance thereof—the same being subscribed this date, by the purchaser, to the order of Messrs. Harrod & Ogdens, and by them endorsed, each for the sum of sixteen thousand dollars, payable at the period hereinbefore stipulated and determined: said

five notes being signed and paraphed "ne varietur" by the undersigned notary, according to law.

And, for security of the faithful and punctual payment of all and each said notes, when severally due, the said purchaser consents, that the premises hereby sold, as also, the improvements which may hereafter be made therein, be, and the same are hereby specially hypothecated by privilege and preference.

It is expressly agreed, between the parties, that in case the purchaser should not pay one, or several, or all said notes, when due and payable, and should the endorser be obliged to pay the same; then said endorsers shall be subrogated to all the rights, actions, privileges, and mortgages of said vendor, for the amount of the said notes, which said endorsers might be compelled to take up and pay, by default of payment by the drawer thereof, without the execution of any other act to this effect.

It is further expressly agreed, between the parties hereto, that the purchaser upon the mere delivery, which shall be by him made, to the recorder of mortgages, for this city, of all and each of said notes which he will have paid and withdrawn, will be entitled to cause said mortgage to be erased to the extent of the amount of the notes by him thus paid and withdrawn—which said notes shall remain as evidence, in the hands and possession of the said recorder, who, by making said erasures, will be well and faithfully released.

According to the certificate of the Recorder of Mortgages of this city, of date, the property now sold is subject to no mortgages inscribed against the vendor.

Thus stipulating, promising, obligating, renouncing, &c.

Executed and passed at the City of New Orleans, on the plantation of the lady vendor, this twenty-seventh day of May, one thousand eight hundred and eighteen, and the forty-second year of the American Independence, in the presence of Messrs. John K. West, and Richard Harrison, and also, of Messrs. Laurent Rousseau and Pierre André Rousseau, witnesses, specially required for the purpose, and domiciled in said city, and who have signed with the parties, and the notary, after reading of the whole.

(Signed) WIDOW ROUSSEAU,
JOHN POULTNEY,
JOHN K. WEST,
RICHARD HARRISON,
L. ROUSSEAU,
P. M. ROUSSEAU.

ML. DE ARMAS,
Not. Public.

I do hereby certify the foregoing to be a true copy of the original, deposited in my office for reference.

Witness my hand, and the seal of my office, at the City of

[SEAL.] New Orleans, this thirtieth day of May, eighteen hundred and eighteen, and the forty-second year of the American Independence.

(Signed) MICHEL DE ARMAS,
Not. Pub.

Certificate.

Clerk's Office, U. S. C't Court.

I do hereby certify, the above and foregoing fifteen pages to be a true and faithful translation of so much of said Exhibit E, the original of which is in the French language.

Attest, F. C. LAVILLE,
D'y Cl'k.

Order of the Judge.

It is ordered, that the mortgaged property, in the petition mentioned, or so much thereof as may be sufficient to satisfy the petitioner's demand, and be seized and sold according to law.

(Signed) JOSHUA LEWIS.

8th May, 1820.

Writ of Seizure.

The State of Louisiana. First Judicial District Court.

To the Sheriff of the Parish of Orleans:

HARROD & OGDENS
v.
LLOYD and others,
Syndics of the Estate
of J. POULTNEY (dec'd.)

You are hereby commanded, by virtue of an order of the honorable Joshua Lewis, herewith handed to you, to seize and sell, according to law, the mortgaged property after described, or so much thereof as will satisfy and pay the pl'ff's demand of thirty-two thousand dollars, interest and costs, viz.: a parcel of land, situated about half a league above the City of New Orleans, on the same side of the river, by all the depth which might belong to it, according to the titles of the said land, closing in the rear, where it terminates in a point, conformably to a plan thereof made by B. Lafon, dated the 10th January, 1806, being the same purchased by the aforesaid deceased, John Poultney, from Madam Catiche Millet, widow of Pierre George Rousseau; bounded and more particularly described in the petition and act of sale and mortgage, copies of which are herewith handed you, excepting from said sale the different lots as they are specified and numbered in the petition. And what you do herein, you make return thereof, together with this writ, to our said Court, on or before the second of July next.

Witness, the Hon'ble Joshua Lewis, Judge of our aforesaid Court, the 9th day of May, in the year of our Lord 1820.

(Signed) H. FAVIE,
Dy Cl'k.

Sheriff's Return.

Served copy of the above writ, and copy of petition, and notice to pay in three days, on Mr. Lloyd, one of the defendants, May 10th, 1820; sold the within-described property on the 13th June, 1820, to Geo. M. Ogden, payable pursuant to an order of Court, as follows, 4800 dollars, one-third on the 30th May, 1821; one-third on the 30th May, 1822; and one-third on the 30th May, 1823, being the amount due by mortgage to Widow Rousseau, and twenty-one thousand dollars in cash, which cash has not been paid, in consequence of the pl'ffs having a claim for a larger sum, also by mortgage.

Payable in cash, ...		$21,000 00
Deduct charges, taxes, &c., . .	$858 75	
Less taxes due by others, . . .	108	
		750 75
		$20,249 25

On the fourth April, 1823, I delivered the deed of sale to the executors of G. M. Ogden, and took their receipt for the sum of twenty thousand two hundred and forty-nine dollars $\frac{25}{100}$, agreeably to an order of the Court of 29 March last.

Returned, 18 June, 1823.

(Signed) G. W. MORGAN,
Sheriff.

Citation.

First Judicial District Court; the State of Louisiana.

Messrs. George Lloyd, Peter V. Ogden, and Henry Forster, syndics of the estate of John Poultney.

You are hereby summoned to appear at the office of the sheriff of the Parish of New Orleans, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the office of the clerk of the First Judicial District Court, at the City of New Orleans, in ten days after the service hereof.

Witness: the Hon'ble Joshua Lewis, Judge of the said Court, the 9th day of May, in the year of our Lord 1820.

(Signed) H. FARRIE,
Dep. Cl'k.

Sheriff's Return.

Served copy of petition and citation on Mr. Llyod, 9th May, 1820. Returned May 10th, 1820.

(Signed) G. W. MORGAN,
Sheriff.

3100.

Citation.

The State of Louisiana: First Judicial District Court.

Mr. S. H. TORRY.

You are hereby summoned to appear at the office of the sheriff of the Parish of Orleans, and comply with the prayer of the annexed petition, or file your answer thereto in writing in the office of the clerk of the First Judicial District Court, at the City of New Orleans, in ten days after the service hereof.

Witness: the Hon'ble Joshua Lewis, Judge of the said Court, the 9th May, in the year of our Lord 1820.

(Signed) H. H. FARRIE,
Dep. Clk.

Sheriff's Return.

Served copy of petition and citation on the defendant, H. G. Torry, the 1st June, 1820. Returned June 3d, 1820.

(Signed) J. H. HOLLANDS,
D'y Sheriff.

Document annexed to Petition.

NEW ORLEANS, May 29th, 1820.

G. W. MORGAN, Esq.

Sir: We, the undersigned parties in the suit of Harrod and Ogden, against the syndics of John Poultney, Jr., dec'd, that the plantation seized and advertised in the above suit should be sold subject to 3 notes secured by mortgages, and payable at the following dates, viz.:

One note payable	30th May,	1821, for . .	$16,000 00
One note	" "	1822, . .	16,000 00
One note	" "	1823, . .	16,000 00
	Amounting together to . . .		$48,000 00

The balance of the purchase-money payable in cash without appraisement.

(Signed) HARROD & OGDEN,
By G. M. OGDEN,
HENRY FOSTER,
PETER V. OGDEN,
G. LLOYD,
} Syndics for the estate of John Poultney, Jr.

Entered upon record 31st May, 1820.

Document annexed to Petition.

Rec'd, New Orleans, 17th July, 1820, of Martin Gordon, clerk of the First Judicial District Court, the note annexed to the petition of

Harrod & Ogdens *v.* Llyod and others, syndics of the estate of John Poultney. No. 3238.

Afterwards, to wit: on the thirty-first day of May, in the year aforesaid, at a session of the Court aforesaid, holden as aforesaid, the following judgment was entered on record to wit:

Judgment.

HARROD and OGDENS
v.
LLYOD and others,
Syndics of the Estate
of JOHN POULTNEY.

On motion of Edward Livingston, Esq., of counsel for the petitioner, and with consent of the defendants in writing (filed in this case) thereupon ordered by the Court, that the plantation seized by the sheriff in this case, and by him advertised for sale, be sold by the sheriff, upon the following terms, to wit: sixteen thousand dollars payable on the thirtieth day of May, in the year of our Lord one thousand eight hundred and twenty-one; sixteen thousand dollars payable on the thirtieth day of May, in the year of our Lord one thousand eight hundred and twenty-two; sixteen thousand dollars payable on the thirtieth day of May, in the year of our Lord one thousand eight hundred and twenty-three, to be secured by mortgage on the premises sold; the balance of the purchase-money payable in cash; this sale to be made without appraisement.

(Signed), JOSHUA LEWIS.

Afterwards, to wit, on the eleventh day of May, in the year of our Lord one thousand eight hundred and twenty-one, at a session of the Court aforesaid, holden as aforesaid, the following order was entered on record, to wit:

Order.

HARROD & OGDENS
v.
LLYOD and others,
Syndics of the estate
of JOHN POULTNEY, dec'd.

On motion of Edward Livingston, Esq., counsel for the petitioners, thereupon ordered by the Court, that the Sheriff pay over the sum made on the order of seizure in this case to the petitioners.

Afterwards, to wit, on the tenth day of March, in the year of our Lord one thousand eight hundred and twenty-three, at a session of the Court aforesaid, holden as aforesaid, the following judgment by default was filed, to wit:

Judgment by Default.

HARROD & OGDENS
v.
Syndics of J. POULTNEY. } No. 3238.

On motion of Edward Livingston, Esq., of counsel for the pliantiff. Judgment by default.

Afterwards, to wit, on the (24th), twenty-fourth day of March, in the year last aforesaid, at a session of the Court aforesaid, holden as aforesaid, the following judgment was entered on record, to wit:

Judgment.

HARROD & OGDENS
v.
Syndics of the Estate
of JOHN POULTNEY, dec'd. } No. 3238.

On motion of Edward Livingston, Esq., of counsel for the plff's,

It is ordered by the Court, that the Judgment by default taken in this case on the 10th day of the present month, be now confirmed, and the Court being satisfied with the testimony exhibited on behalf of the plaintiff, as to the note sued on, due on the 27 day of May, 1818, order that judgment be entered in favor of the plaintiffs against the defendants, for the sum of sixteen thousand dollars, with interest thereon from the day of the judicial demand, to wit, the 9th day of May, 1820, till paid, and costs of suit.

(Signed) JOSHUA LEWIS.

Afterwards, to wit, on the twenty-ninth day of March, in the year aforesaid, at a session of the Court aforesaid, holden as aforesaid, the following order was entered on record, to wit:

Order.

HARROD & OGDENS
v.
Syndics of the estate
of JOHN POULTNEY, dec'd.

On motion of Edward Livingston, Esq., of counsel for the plff's,

And it appearing to the Court that at the time of the sale of the mortgaged premises, mentioned in the petition, the sum of thirty-two thousand dollars had become due on the mortgage mentioned in the said petition. It is therefore ordered by the Court, that the sheriff deliver conveyance of the premises made pursuant to the sale, on

receiving the discharge of the plaintiffs for the sum of twenty-one thousand dollars to be credited on the mortgage.

State of Louisiana, First Judicial District Court.

I hereby certify the above and foregoing pages to contain a full and complete transcript of the record of the case, wherein Harrod and Ogdens are plaintiffs, and the syndics of the estate of John Poultney, Jr., deceased, are defendants, instituted in this Court, and now on the record thereof under the No. 3238.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at the City of New Orleans, on this twenty-second day of December, in the year of our Lord one thousand eight hundred and thirty-two, and the fifty-seventh year of the Independence of the United States.

[L. S.] (Signed) JNO. L. LEWIS,
Clerk.

Sheriff's Sale.

To George M. Ogden:—Whereas I, George W. Morgan, Sheriff of the Parish of New Orleans, in the State of Louisiana, by virtue of an order of seizure to me directed by the honorable District Court of the First Judicial District of the State of Louisiana, in the case of Harrod & Ogden *v.* Lloyd et al., syndics of the estate of John Poultney, deceased, did seize a parcel of land, situate about half a league above the City of New Orleans, on the same side of the river, of about ten arpents front on the river, by all the depth which might belong to it according to the titles of the said land, closing in the rear where it terminates in a point conformably to a plan made thereof by B. Lafon, dated 10th Jan'ry, 1806, being the same purchased by the aforesaid deceased, John Poultney, from Mrs. Catiche Millet, widow of Pierre George Rousseau; bounded and more particularly described in the petition and act of sale and mortgage; excepting from said sale the different lots as they are specified and numbered in the said petition, and having exposed the same according to law, and having exhibited the certificate of the recorder, by which it appears that there is a mortgage on the said land in favor of Madame Catiche Millet, widow of P. G. Rousseau, for eighty thousand dollars; forty-eight thousand dollars of which have been assigned to Th. Saul;—George M. Ogdens became the purchaser thereof for the price of forty-eight thousand dollars, payable, one-third on the 30th May, 1821; one-third on the 30th May, 1822, and one-third on the 30th May, 1823, being part of the above-mentioned mortgage; and twenty-one thousand dollars payable in cash, which I hereby acknowledge to have received.

Now, therefore, know all men by these presents, that I, the said sheriff, do, in consideration of the premises, and by virtue of the act

in such case made and provided, grant bargain, sell, convey, assign, and set over to the said George M. Ogden, his heirs, and assigns, the above-described property; reserving, nevertheless, a special mortgage thereon, until the final payment of the aforesaid sum of forty-eight thousand dollars, and all the right, title, interest, or demand, which the said John Poultney, Jr., on the twenty-seventh day of May, in the year of our Lord one thousand eight hundred and eighteen, at any time since had in or to the said land, or any part thereof, to hold the same to the said George M. Ogden, his heirs, and assigns, forever.

In witness whereof I have hereunto set my hand and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and twenty, and in the forty-fourth year of the Independence of the United States.

(Signed) G. M. MORGAN, [L. S.]
Sheriff.

Sealed and delivered in presence of
(Signed) H. JACQUELIN,
FERNANDO LENOS,

Recorded 8th April, 1823.
(Signed) H. FARRIE,
Dep. Clerk.

State of Louisiana, First Judicial District Court.

I hereby certify the foregoing deed to be a copy from the original of record in my office in Deed Book B, page (82) eighty-two.

In testimony whereof I have hereunto set my hand, and affixed the seal of said Court, at the City of New Orleans, on this twenty-second day of December, in the year of our Lord one thousand eight hundred and thirty-two, and in the fifty-seventh year of the Independence of the United States.

(Signed) JNO. L. LEWIS, [SEAL.]
Clerk.

State of Louisiana, Fifth District Court of New Orleans.

I do hereby certify that the above and foregoing twenty-eight pages, do contain a full and complete transcript of the record of the proceedings had in the matter of Harrod & Ogdens *v.* Llyod and others, syndics of the estate of J. Poultney, instituted before the late First Judicial District Court, of the State of Louisiana, under the Number 3238, the records of which Court have been by law transferred to the aforesaid Fifth District Court of New Orleans.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, at the City of New Orleans, this 5th day of April, in the year of our Lord, 1848, and the 72d year of the Independence of the United States of America.

[SEAL.] JNO. S. BARON,
Deputy Clerk.

Exhibit F, filed with Bill, 11th Sept. 1832.

State of Louisiana, Fifth District Court of New Orleans.

CHARLES HARROD and F. B. OGDEN
v.
GEO. W. MORGAN. } No. 6185.

The Heirs of JOHN POULTNEY
v.
The Exect. of WM. CECIL.

Transcript of record, introduced in evidence in this case.

CHAS. HARROD and F. B. OGDEN
v.
GEO. W. MORGAN.

Petition filed, 13th May, 1824.

To the Hon'ble Joshua Lewis, Judge of the District Court, for the First District of Louisiana.

Francis B. Ogden and Charles Harrod, both of said District,

Humbly showeth that in the year 1820, an order of seizure was issued in this Court, in a suit brought by Harrod & Ogden, against the syndics of John Poultney, Jr., then deceased, and that on the day of 1820, a certain plantation, which had been bought by said Poultney, from the Widow Rousseau, situate about half a league above the City of New Orleans, on the same side of the river, having eleven arpents front, was seized and sold by the Sheriff of the Parish of New Orleans, and purchased by George M. Ogden, deceased, for $69,000, payable $21,000 in cash, and $48,000 in three instalments of one, two, and three years, and for which the said John M. Ogden granted a mortgage to the said Sheriff, which was afterwards recorded without the agency of said Sheriff.

Your petitioner show that said sale was a mere nullity, having been granted by a Court having no jurisdiction, and that George M. Ogden acquired no right or title to the same plantation thereby, and that the mortgage granted by him was null and void.

Your petitioner also show, that the said three instalments, amounting to $48,000, were intended to meet the three notes granted by same Poultney, as part of the purchase-money for said plantation, and that the same have been paid, and the mortgage released. And further, that your petitioner have since purchased said plantation at a sale by the Sheriff, issued out of the Court of Probates, for the

City and Parish of New Orleans, at the suit of your petitioner, and other against the widow and heirs of said Poultney.

Wherefore your petitioner pray, that Geo. M. Morgan, Esq., Sheriff of the Parish of Orleans, be cited to show cause on Saturday next, why he should not raise said mortgage, &c.

(Signed) L. LIVERMORE,
For Petitioner.

Citation.

The State of Louisiana, First Judicial District.

MR. GEORGE M. MORGAN,

You are hereby summoned to appear at the office of the Coroner of the Parish of New Orleans, and comply with the prayer of the annexed petition, or file your answer thereto, in writing, in the office of the Clerk of the First Judicial District Court, at the City of New Orleans, in ten days after the service hereof.

Witness the Honble. Joshua Lewis, Judge of the said Court, the 13th day of May, A. D. 1824.

(Signed) MARTIN GORDON,
Cl'k.

Sheriff's Return.

Served copy of citation and petition on G. W. Morgan, Esq., in French and English.

(Signed) J. H. HOLLAND,
Cor.

May 15th, 1824.

Answer; filed 14 May, 1824.

The answer of G. W. Morgan, to the petition of Chs. Harrod and Francis B. Ogden.

This respondent admits the truth of the allegations contained in the said petition, and submits to the opinion of the Court, whether he should be required to raise the mortgage therein mentioned, or not.

(Signed) G. W. MORGAN.

NEW ORLEANS, May 14th, 1824.

Judgment.

This cause came on this day for trial before the Court, by consent of parties.

LIVERMORE,
For Pl'ff.

Defendant (P. P.)

When the Court having inspected the pleadings, gave the following judgment in writing, and ordered the same to be recorded, which is as follows, to wit:

The defendant having admitted in his answer, that the deed of sale referred to in the petition, and the mortgage therein contained, was made without any legal authority, it is ordered and decreed, that the defendant do raise the said mortgage, and that he pay the costs of this suit.

14 May, 1824.

(Signed) JOSHUA LEWIS,
(Signed) 22 May, 1826.
(Countersigned) MARTIN GORDON,
Clerk.

First Judicial District Court.

I do hereby certify the foregoing to be a full, complete, and true copies from the original on file.

W. FARRIE,
Dep. Clerk.
[SEAL.] JNO. S. BARON,
Dy. Clk.

Clerk's Office, 8 April, 1835.

Motion to Amend Bill.

Minutes; December Term, A. D. 1852.

NEW ORLEANS, Monday, 21st Feb'y, 1853.

Court met pursuant to adjournment. Present, Hon. Thos. H. McCaleb, District Judge.

Madam E. T. POULTNEY
v.
CITY OF NEW ORLEANS et al. } No. 2159.

On motion of John Henderson, sol. for complainant, it is ordered, that the complainant have leave to amend her bill, by striking out the names and dismissing said bill as to the defendants following, viz., James Brewer, William Barnes, William Brown, G. C. Brower, Edward Brown, M. H. Church, Daniel C. Carroll, Frederick Furst, Edward Flood, Levy H. Gale, James Gullier, Sarah Gilmore, Mrs. E. C. Goodwin, Henderson Gilmore, John Henry, Israel C. Harris, William Kemble, J. D. Lazier, J. McCary, Joseph Muller, Miller (of Auch & Miller), Francis Margues, Robt. T. McMasters, Armistead & Mullard, Charles E. Mount, Pierre Paillses, J. R. Riddell, Mrs. V. Soniatt, T. W. Schmidt, Samuel A. Shumway, George Strawbridge, heirs of Edward Turner, Samuel H. Turner, Emily N. Turner, Sophia A. Turner, Mortimer Turner, and Daniel L. Windser:—and that the said complainant be permitted to file as a substitute for the manuscript bill in this case, a printed copy of said bill as amended, by having the names of the defendants aforesaid stricken

out; and, by leave of the Court, it is further ordered, that complainant be permitted to amend her printed bill on page 25, in the first line of the first special interrogatory, by interlineation, by inserting after the word possession, the following, "or have you since the 15th of July, 1837, ever" claimed."

Plea of Layton et al.; filed 7th March, 1853.

And now come W. H. Layton, Robert L. Layton, James Layton, M. H. Layton, heirs of Robert Layton, Bertha Beckmann, Frederick M. Beckmann, Julia V. Beckmann, Frederick M. Beckmann, Gertrude Beckmann, Julia Beckmann, T. W. Montgomery, Bernard Duffy, James Heffermann, Wendelin Doll, Mrs. Barbary Thomas, George Dirmeger, George Powers, Andreas Thomas, Francis Thomas, and Andreas Thomas, Jr., defendants to the complainant's bill in the above-entitled suit, and by protestation, not confessing or acknowledging all or any of the matters and things in said complainant's bill contained to be true, in such manner and form as the same are therein declared and set forth, do plead thereunto, and for cause of plea, do say, that the complainant had no title or interest in, or right of possession of the lands described in her said bill at the time of filing her said bill, nor ever had any such, or right of possession to, in, or of the said lands, as entitle the said complainant to call upon these defendants to answer the said bill of complaint; that the title of the deceased husband of the complainant to said property, was transferred to and vested, by order of a competent tribunal, and by operation of law, in the syndics of the creditors of said Poultney, as appears from an inspection of the bill of complaint itself; that the syndics appointed in 1820 are now dead, and that Wm. D. Hennen, Esq., of this city, has been duly appointed the syndic of said creditors; that the title in said property never did vest or revest in said John Poultney, or in his heirs.

Wherefore these defendants humbly pray the judgment of this Honorable Court, whether they are bound to make any further answer to said bill of complaint; and they pray to be hence dismissed with their reasonable costs; and they will ever pray, &c.

C. ROSELIUS,
For Defendants.

Robert Layton maketh oath that the foregoing plea is not interposed for delay, and is true in point of fact.

ROBERT LAYTON.

Sworn to and subscribed before me, this 25th May, 1853.

J. W. GURLEY,
U. S. Com'r.

And in support of defendants' foregoing plea, and by way of answer to so much of said bill of said complainant, as charges the said defendants or those under whom they claim with fraud, or collusion, or combination, the defendants wholly deny the truth of all the allegations in said bill charging such fraud, collusion, or combination, in manner and form as set forth in said bill.

E. C. Roselius, of counsel for the above-named defendants, do hereby certify that the foregoing plea of said defendants, is in my opinion well founded in point of law.

C. ROSELIUS,
Of Counsel.

And afterwards, to wit, at May Rules, 1853, the following entry was made in the Chancery order docket.

Monday, May 2d.

Madam E. T. POULTNEY
v.
CITY OF NEW ORLEANS et al. } No. 2159.

On motion of John Henderson, Esq. sol'r for the complainant, is ordered that the joint plea filed herein by the defendants, William H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beckman, Julia V. Beckman, Gertrude Beckman, Julia E. Beckman, T. W. Montgomery, Bernard Duffy, James Hefferman, Wenderlin Doll, Barbary Thomas, George Dermeger, George Powers, Andreas Thomas, Francis Thomas, and Andreas Thomas, Jr., be set down for trial and argument.

Motion to amend Plea. Minutes.

NEW ORLEANS, Tuesday, 24th May, 1853.

Court met pursuant to adjournment. Present Hon. J. A. Campbell Presiding Judge, Theo. H. McCaleb, District Judge.

Madam E. T. POULTNEY
v.
CITY OF NEW ORLEANS et al. } No. 2159.

On motion of C. Roselius, solicitor for W. H. Layton and other defendants named in the plea filed by him on their behalf, on the 7th day of March, 1853. It is ordered, that said defendants have leave to file an amended plea.

Amended Plea

Of W. H. Layton et al. Filed with leave of Court, 25th May, 1853.

The amended plea of W. H. Layton, Robert Layton, James L. Layton, M. H. Layton (heirs of Robert Layton), Bertha Beckman, Frederick M. Beckman, Julia V. Beckman, Gertrude Beckman,

Julia E. Beckman, F. W. Montgomery, Bernard Duffy, James Hefferman, Wenderlin Doll, Mrs. Barbary Thomas, George Dirmeger, George Powers, Andreas Thomas, Francis Thomas, and Andreas Thomas, Jr., to the bill of complaint of Madam Emilie Toutant Poultney *v.* the City of New Orleans and others.

The said defendants, by protestation, not confessing all or any of the matters or things in the complainant's said bill of complaint contained to be true in such manner and form as the same are therein declared and set forth (except such as are hereinafter expressly admitted), do plead thereunto, and for cause of plea say, that the complainant has no such title, or right, nor interest in the property described in her said bill of complaint, as entitles her in equity to call these respondents to answer the same.

That, as stated in complainant's bill, being greatly embarrassed, said John Poultney sought and obtained a respite from his creditors, which was granted at 1, 2, and 3 years. That soon after, before payment of his debts, said John Poultney died, and that on the 20th November, 1819, complainant renounced all claim to her community in said estate.

That afterwards, the said estate being vacant, at the instance of the creditors of Poultney, the first Judicial District Court of the State of Louisiana, a competent tribunal, ordered the same to be administered in bankruptcy by syndics, and appointed as such, Henry Foster, George Lloyd, and Peter V. Ogden, and invested in them the control and title to and of said estate for the benefit of the creditors of said John Poultney, all which appears by Exhibits C and D, filed with complainant's bill.

That afterwards, on the petition of certain mortgage creditors of said estate, the said Court ordered a seizure and sale of said property described in complainant's bill, and that thereupon said property was sold and conveyed by the sheriff, and that said sheriff conveyed the same to the purchaser thereof, as will appear by reference to complainant's Exhibit E. All which proceedings defendants allege were according to law, regular and valid, and vested in said purchaser a good title in and to the said property. Defendants further say, that said property was again sold by an order of the Probate Court of New Orleans, on the 22d January, 1824, and purchased by Harrod and Ogden, as appears by complainant's Exhibit A. That said sale vested in the said purchaser whatever interest, if any, John Poultney, in his lifetime, had in said property not passed by the sale above mentioned under the order of the 1st District Court, but did not invalidate the rights acquired by the purchaser under the first sale mentioned, nor was the same invalidated by the judgment set forth in Exhibit F to complainant's bill.

Defendants further say, that they hold by a translative title, all the interest of said John Poultney during his lifetime, in so much of said property as is now in possession of defendants, which passed by

the proceedings hereinbefore referred to, to the said syndics or the purchasers thereof, under the aforesaid sale. That by the said proceedings, all the rights of said John Poultney in said property were divested. That the children of said Poultney never were seized in law of said property, or entitled to any portion thereof, up to the period of said sales, and that the pretended formal acceptance of said property (as set forth in complainant's Exhibit C), could not vest by relation or otherwise, any title to said property in said children, nor affect the title of purchaser, acquired under and by virtue of said sale. Defendants therefore say, no title to said property ever did vest in the children or child of said John Poultney, through whom complainant claims.

Wherefore, defendants humbly pray the judgment of this Hon'ble Court whether they are bound to make any other or further answer to said bill of complaint, and pray to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully expended.

C. ROSELIUS,
For Defendants.

Minutes: April Term, A. D. 1853.

NEW ORLEANS, Wednesday, 25th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS et als. } No. 2159.

The Pleas of Jacob Florence, of Charles McMicken, of Thomas Haile, of J. W. Behan, of Jno. M. Buck, et als., of W. H. Layton, et als., of D. A. Harris, et als., and of Chas. R. Kennedy, having been assigned for this day, were called for trial, and the complainant's solicitor being absent, it was ordered that they be continued until to-morrow.

Continuance of Trial of Pleas.

Minutes; April Term, A. D. 1853.

NEW ORLEANS, Thursday, 26th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. POULTNEY
v.
CITY OF NEW ORLEANS, et al. } No. 2159.

The trial of the Pleas in this cause, of Haile, of Belvan, of Buck,

et als., of Layton, et als., of Harris, et als., and of Kennedy, were called, and continued to be taken up in the order in which they now stand.

Motion to set down Pleas for Argument.

Minutes; April Term, A. D. 1853.

New Orleans, Friday, 27th May, 1853.

Court met pursuant to adjournment.
Present, Hon'ble J. A. Campbell, Presiding Judge.
Present, Hon'ble Theo. H. McCaleb, District Judge.

Madam E. T. Poultney
v.
City of New Orleans, et al. } No. 2159.

On motion of Jno. Anderson, sol., for complainant, it is ordered that the amended Pleas herein filed, with leave of Court, on the 25th instant, of James W. Behan, and of W. H. Layton, et als., be set down for argument.

Motion upon Pleas being called for hearing, to withdraw the same, and to plead de Novo in 30 days from date.

Minutes; April Term, A. D. 1853.

New Orleans, 28th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

Madam E. T. Poultney
v.
City of New Orleans, et al. } No. 2159.

This cause was called for hearing on the Pleas and amended pleas of James W. Behan, W. H. Layton, et als., and on the Pleas of Thomas Haile, of John M. Buck, et als., of Charles R. Kennedy, and of E. S. Harrison et als.:—Present, John Henderson, Esq., for complainant, and John M. Chilton, of Counsel for defendants; when on motion of John M. Chilton, it was ordered, that the said defendants have leave to withdraw their Pleas, and to plead de novo in thirty days from this date one or more pleas as they may be advised; and it is further ordered that said defendants pay the cost of their said pleas.

the proceedings hereinbefore referred to, to the said syndics or the purchasers thereof, under the aforesaid sale. That by the said proceedings, all the rights of said John Poultney in said property were divested. That the children of said Poultney never were seized in law of said property, or entitled to any portion thereof, up to the period of said sales, and that the pretended formal acceptance of said property (as set forth in complainant's Exhibit C), could not vest by relation or otherwise, any title to said property in said children, nor affect the title of purchaser, acquired under and by virtue of said sale. Defendants therefore say, no title to said property ever did vest in the children or child of said John Poultney, through whom complainant claims.

Wherefore, defendants humbly pray the judgment of this Hon'ble Court whether they are bound to make any other or further answer to said bill of complaint, and pray to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully expended.

C. ROSELIUS,
For Defendants.

Minutes: April Term, A. D. 1853.

NEW ORLEANS, Wednesday, 25th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS et als. } No. 2159.

The Pleas of Jacob Florence, of Charles McMicken, of Thomas Haile, of J. W. Behan, of Jno. M. Buck, et als., of W. H. Layton, et als., of D. A. Harris, et als., and of Chas. R. Kennedy, having been assigned for this day, were called for trial, and the complainant's solicitor being absent, it was ordered that they be continued until to-morrow.

Continuance of Trial of Pleas.

Minutes; April Term, A. D. 1853.

NEW ORLEANS, Thursday, 26th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. POULTNEY
v.
CITY OF NEW ORLEANS, et al. } No. 2159.

The trial of the Pleas in this cause, of Haile, of Belvan, of Buck,

et als., of Layton, et als., of Harris, et als., and of Kennedy, were called, and continued to be taken up in the order in which they now stand.

Motion to set down Pleas for Argument.

Minutes; April Term, A. D. 1853.

NEW ORLEANS, Friday, 27th May, 1853.

Court met pursuant to adjournment.
Present, Hon'ble J. A. Campbell, Presiding Judge.
Present, Hon'ble Theo. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS, et al. } No. 2159.

On motion of Jno. Anderson, sol., for complainant, it is ordered that the amended Pleas herein filed, with leave of Court, on the 25th instant, of James W. Behan, and of W. H. Layton, et als., be set down for argument.

Motion upon Pleas being called for hearing, to withdraw the same, and to plead de Novo in 30 days from date.

Minutes; April Term, A. D. 1853.

NEW ORLEANS, 28th May, 1853.

Court met pursuant to adjournment.
Present, Hon. J. A. Campbell, Presiding Judge.
Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS, et al. } No. 2159.

This cause was called for hearing on the Pleas and amended pleas of James W. Behan, W. H. Layton, et als., and on the Pleas of Thomas Haile, of John M. Buck, et als., of Charles R. Kennedy, and of E. S. Harrison et als.:—Present, John Henderson, Esq., for complainant, and John M. Chilton, of Counsel for defendants; when on motion of John M. Chilton, it was ordered, that the said defendants have leave to withdraw their Pleas, and to plead de novo in thirty days from this date one or more pleas as they may be advised; and it is further ordered that said defendants pay the cost of their said pleas.

Joint and several plea of W. H. Layton, Robert Layton, Jas. L. Layton, M. Layton, et als. Filed 9th July, 1853, by consent.

In the United States Circuit Court.

Madam E. F. POULTNEY
v.
The CITY OF NEW ORLEANS & others. } No. 2159.

And now come W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beikman, Frederick M. Beikman, Julia V. Beikman, Gertrude Beikman, Julia E. Beikman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Venderlin Doll, Mrs. Barbary Thomas, Geo. Dermeyer, Geo. Powers, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., defendants, to the complainant's bill in the above-entitled suit, and by protestation, not confessing or acknowledging all or any of the matters or things in said complaints contained to be true, in such manner and form as the same are therein declared and set forth, do plead thereto, and for causes of plea say,

I. That said complainant never had, and had not at the time of filing her said bill, any such interest in the subject of controversy as entitles her to maintain and prosecute her said suit; that said complainant has no title or interest whatsoever in or to the land described in her said bill; and that the title of these defendants to the *to the* portion of said land by them respectively owned and possessed is good and valid against the pretended claim of said complainant; and for greater distinctness defendants say, that the said John Poultney during his lifetime applied for and obtained, on the grounds of his embarrassments and inability to pay his debts, a respite from hiscreditors, of one and two years; that he died on the 23d day of October, 1819, before the expiration of the first year of his respite; that said complainant, his widow, on the 26th day of January, 1820, renounced the community of acquits and gains which had existed between herself and her late husband, in which the land which is sued for in this action was included; that by an order of the First Judicial District Court of the State of Louisiana, within whose jurisdiction the land was situated, made on the 9th day of May, 1820, said land was seized by the sheriff of said parish, on the petition of the creditors of said John Poultney, dec'd; and after a meeting of creditors, and deliberation and appointment of syndics by them, to wit, George Lloyd, Henry Foster, and Peter V. Ogden, said syndics were authorized to take possession of and sell all the property of said Poultney, for the payment of his debts, secured by mortgage on said property; that in conformity to an agreement between said creditors and syndics, an order was afterwards, to wit, on the 31st May, 1820, made by said Court, to sell said land on terms set forth in said order; that on the 30th June, 1820, the said sheriff sold said land, and the same was bid off by George M. Ogden, acting for himself, and Charles Harrod,

and to them the said property was conveyed by the sheriff; and on the 29th March, 1823, the Court rendered final judgment in said proceedings, confirming the same; and that on the 16th January, 1824 (George M. Ogden being then deceased), said Charles Harrod and F. B. Ogden, by petition then filed in the Probate Court of the Parish of Orleans, obtained an order of sale of said land to satisfy certain mortgages, subject to which the sale first above mentioned had been made; and on the 23d Fedruary, 1824, the said land was by virtue of said order of said Court sold, and said C. Harrod and said F. B. Ogden became the purchasers thereof, and said sheriff conveyed the same to said purchasers, all which proceedings were confirmed by said Court; that all said proceedings in said sales were conformable to law, and that the title acquired thereby by said Harrod and Ogden was and is a good and valid title to said land. These defendants refer to the exhibits filed with complainant's bill, as part of this plea, and for greater certainty and proof of the facts in their plea set forth, defendants aver, that they hold the portions of the land in their possession by a regular chain of conveyances in good faith and by just titles.

These defendants, therefore, plead their said title in bar of all claim of said complainant.

II. And for further plea in this behalf, defendants aver, that, by the death of said Poultney, in the year 1819, by the renunciation of the community of the complainant, as his widow, in 1820, and, by the failure of his heirs to accept his succession for the space of thirteen years after the death of said Poultney, and the renunciation of his said widow, the succession of said Poultney, was and has continued to be a vacant succession, against which prescription continued to run, and the title of these defendants has become indefeasible and perfect, even if it was not so without such prescription, which, however, is denied; and these defendants now specially plead the prescription of ten years, under a just title, as a legal means of acquiring or perfecting their title to said land, under the laws of Louisiana, against the action of the complainant.

III. And for further plea, defendants say, that, in the year 182—, the minor children and heirs of the said John Poultney, acting by said complainant, as their natural tutrix, instituted a suit in the First Judicial District Court of the State of Louisiana, against one —— Cecil, for the recovery of a portion of the same tract of land referred to and described in her present bill of complaint, and for the same cause of action, as it is set forth in the present suit; that said Cecil, dying *lite pendente*, his executor was made a party defendant, and called in warranty, as defendants, the said Harrod and Ogden, who appeared and pleaded in defence the translation of the said John Poultney's title to themselves by virtue of the sales hereinbefore referred to, and described in complainant's exhibits accompanying her said bill; that, upon a contestation of this title, the said District Court of the State of Louisiana and the Supreme Court of

the said State, on appeal, decided said sales to be good and valid; and that the complainant and said minor heirs of John Poultney never had any title to, or interest in, the said land; that these defendants hold and possess their portion of said land, under the said sales to Harrod and Ogden, and that the land for which said Cecil was sued, and the lands for which these defendants are sued in the present action, form parts of the same tract conveyed by the sheriff to said Harrod and Ogden by virtue of said sales. And, for further particulars, the defendants refer to the record, and judgment rendered in the case of the Heirs of Poultney *v.* Cecil, &c., and the exhibits filed with complainant's bill, as part of this plea, and also to the answer already filed denying fraud, &c.

These defendants, therefore, plead said suit and judgments (of which a duly certified copy will be annexed to this plea) as *res judicata*, and in bar of said complainant's suit; they, therefore, pray judgment, whether they shall make any further answer to the said bill of complaint, &c.

C. ROSELIUS,
Counsel for Defendants.

I hereby certify, that I think the foregoing pleas are well founded, both in law and in fact.

C. ROSELIUS.

And afterwards, to wit, at November Rules, 1853, the following entry was made in the Chancery Order Docket:

Monday, 7th.

MADAME E. T. POULTNEY
v.
CITY OF NEW ORLEANS,
W. H. LAYTON et als. } No. 2159.

The complainant, by attorney, this day set down for argument the joint pleas of William H. Layton et als., filed 9th July, 1853.

Argument and Continuance of Joint and several Pleas of W. H. Layton et al.

Minutes; April Term, 1854.

NEW ORLEANS, Wednesday, 28th June, 1854.

Court met pursuant to adjournment. Present: Hon'ble J. A. Campbell, Presiding Judge. Absent: Hon'ble Theo. H. McCaleb, Dist. Judge.

MADAME E. T. POULTNEY
v.
W. H. LAYTON et al. } No. 2159.

The joint and several plea of the defendants, W. H. Layton et als., herein filed, on the 9th July, 1853, having been set for argu-

ment, and assigned for this day, was called for hearing, and was argued by Miles Taylor, Esq., of counsel for defendants, and proceeded with until three o'clock, P. M., whereupon it was continued until to-morrow at nine o'clock, A. M.

Argument and continuance of the above-mentioned Plea.

Minutes: April Term, 1854.

NEW ORLEANS, 29th June, 1854.

Court met pursuant to adjournment. Present Hon'ble J. A. Campbell, Presiding Judge. Absent, Hon'ble Thos. H. M. Caleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS, et al. } No. 2159.

The Plea of W. H. Layton, et als., as continued from yesterday, was resumed and argued by John Henderson, Esq., for complainant, by Christian Roselius for defendants, and continued until to-morrow at 9 o'clock A.M.

Agreement of Counsel. Filed 29th June, 1854.

MADAM E. T. POULTNEY
v.
CITY of NEW ORLEANS and others. } No. 2159.

In this case, it is agreed that the Plea setting up 5 years prescription under the act of 1834, in relation to informalities of sheriff's sales, shall be filed by consent.

That the answer denying fraud attached to original plea of John M. Burk, Thomas Haile, and J. Behun, filed by Ogden & Chilton, shall be considered as attached to and fortifying all the Pleas filed in this case.

And it is further agreed, that for the purpose of trying the pleas before the Circuit Court, the facts as set forth in the case of Cecil's executor in 8 L. R., shall be taken as evidence under the plea of res judicata, and likewise in case of appeal by either party.

JOHN HENDERSON,
Att'ys for Pl'ffs.

Plea of Behan. Filed 21st Feb'ry, 1853, *and referred to in the above agreement.*

MADAM E. T. POULTNEY
v.
CITY of NEW ORLEANS, and als. } No. 2159.

The Plea of James W. Behan, to the bill of complaint of Poult-

ney's Heirs *v.* the City of New Orleans, and this defendant and others, in the United States Circuit Court, at New Orleans.

The said defendant by protestation, not confessing or acknowledging all or any of the matters or things in the complainant's said bill of complaint contained, to be true in such manner and form as the same are therein declared and set forth, to plead thereunto, and for cause of plea, do say that the complainant neither has, nor ever had any title to, nor right of possession of, nor any such interest in the property described in the said complainant's said bill of complaint, as entitles said complainant to call upon this defendant to answer his said bill of complaint. That the said Poultney's title and interest in his said estate was vested, by the order of a competent tribunal, in the year 1820, in syndics, to wit, Peter V. Ogden and others, as appears from complainant's bill, all of which said syndics are now dead, and that Wm. D. Hennon has qualified as their successor; that said complainant for herself, and as tutrix of her minor children, did, in the year 1820, renounce all interest in said succession, and that a title in said succession never did revest in any manner in said complainant, nor in her child or children though whom she claims:

Wherefore, defendant humbly prays the judgment of this Hon'ble Court, whether he is bound to make any other or further answer to said bill of complaint, and prays to be hence dismissed with his reasonable costs and charges, in this behalf most wrongfully sustained.

OGDEN & CHILTON,
For Defendant.

And in support of said plea, and by way of answer to so much of said bill of complaint as charges fraud or combination, this defendant, answering, denies, on oath, all knowledge of or connection with the acts or intentions of fraud, as charged in said bill, and requires strict proof thereof.

JAMES W. BEHAN.

Sworn to and subscribed before me, the undersigned, J. W. Gurley, Cl'k of said Court, this 21st day of February, 1853.

J. W. GURLEY,
Clerk.

By W. CORNELIUS,
D'y Cl'k.

Personally appeared before me, the undersigned, J. W. Gurley, Cl'k of said Court, the above-named James W. Behan, and made oath that the above plea by him pleaded, is not interposed for delay, and that the same is well founded in point of fact.

JAMES W. BEHAN.

Sworn to and subscribed before me, this 21st February, 1853.
J. W. GURLEY,
Cl'k.
By W. CORNELIUS,
D'y Clk.

John M. Chilton, one of the counsel of defendant, hereby certify that, in his opinion, the foregoing plea of defendant, James W. Behan, is well founded in point of law.
JNO. M. CHILTON,
Of Counsel.

Conclusion of Argument on Pleas of W. H. Layton and als., and submission to the Court, with leave to file Briefs on or before 1st of Sept'r.

Minutes; April Term, 1854.

NEW ORLEANS, Friday, 30th June, 1854.

Court met pursuant to adjournment. Present, Hon'ble J. A. Campbell, Presiding Judge. Absent, Hon'ble Theo. H. McCaleb, Dist. Judge.

Madam E. T. POULTNEY
v.
CITY OF NEW ORLEANS. } No. 2159.

The argument of the pleas of the defendants, W. H. Layton and als., was resumed as continued from yesterday, and concluded by Christian Roselius, on behalf of defendants:

Whereupon the same were submitted to the Court and taken under advisement; and it was ordered, that the parties have until the first of September next, within which time to file their briefs.

Order to enter Decree, in conformity with opinions delivered.

Minutes; November Term, 1854.

NEW ORLEANS, Monday, 13th Nov'r, 1854.

Court met pursuant to adjournment. Present, Hon'ble J. A. Campbell, Presiding Judge; Hon'ble Theo. H. McCaleb, Dist. Judge.

Madam EMILIE TOUTANT POULTNEY
v.
THE CITY OF NEW ORLEANS,
W. H. LAYTON and al. } No. 2159.

The plea herein filed by the defendants, W. H. Layton and als., having been argued and submitted on the last term, and the Court

ney's Heirs *v.* the City of New Orleans, and this defendant and others, in the United States Circuit Court, at New Orleans.

The said defendant by protestation, not confessing or acknowledging all or any of the matters or things in the complainant's said bill of complaint contained, to be true in such manner and form as the same are therein declared and set forth, to plead thereunto, and for cause of plea, do say that the complainant neither has, nor ever had any title to, nor right of possession of, nor any such interest in the property described in the said complainant's said bill of complaint, as entitles said complainant to call upon this defendant to answer his said bill of complaint. That the said Poultney's title and interest in his said estate was vested, by the order of a competent tribunal, in the year 1820, in syndics, to wit, Peter V. Ogden and others, as appears from complainant's bill, all of which said syndics are now dead, and that Wm. D. Hennon has qualified as their successor; that said complainant for herself, and as tutrix of her minor children, did, in the year 1820, renounce all interest in said succession, and that a title in said succession never did revest in any manner in said complainant, nor in her child or children though whom she claims:

Wherefore, defendant humbly prays the judgment of this Hon'ble Court, whether he is bound to make any other or further answer to said bill of complaint, and prays to be hence dismissed with his reasonable costs and charges, in this behalf most wrongfully sustained.

OGDEN & CHILTON,
For Defendant.

And in support of said plea, and by way of answer to so much of said bill of complaint as charges fraud or combination, this defendant, answering, denies, on oath, all knowledge of or connection with the acts or intentions of fraud, as charged in said bill, and requires strict proof thereof.

JAMES W. BEHAN.

Sworn to and subscribed before me, the undersigned, J. W. Gurley, Cl'k of said Court, this 21st day of February, 1853.

J. W. GURLEY,
Clerk.

By W. CORNELIUS,
D'y Cl'k.

Personally appeared before me, the undersigned, J. W. Gurley, Cl'k of said Court, the above-named James W. Behan, and made oath that the above plea by him pleaded, is not interposed for delay, and that the same is well founded in point of fact.

JAMES W. BEHAN.

Sworn to and subscribed before me, this 21st February, 1853.
J. W. GURLEY,
Cl'k.
By W. CORNELIUS,
D'y Clk.

John M. Chilton, one of the counsel of defendant, hereby certify that, in his opinion, the foregoing plea of defendant, James W. Behan, is well founded in point of law.
JNO. M. CHILTON,
Of Counsel.

Conclusion of Argument on Pleas of W. H. Layton and als., and submission to the Court, with leave to file Briefs on or before 1st of Sept'r.

Minutes; April Term, 1854.

NEW ORLEANS, Friday, 30th June, 1854.

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Madam E. T. POULTNEY
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CITY OF NEW ORLEANS. } No. 2159.

The argument of the pleas of the defendants, W. H. Layton and als., was resumed as continued from yesterday, and concluded by Christian Roselius, on behalf of defendants:
Whereupon the same were submitted to the Court and taken under advisement; and it was ordered, that the parties have until the first of September next, within which time to file their briefs.

Order to enter Decree, in conformity with opinions delivered.

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NEW ORLEANS, Monday, 13th Nov'r, 1854.

Court met pursuant to adjournment. Present, Hon'ble J. A. Campbell, Presiding Judge; Hon'ble Theo. H. McCaleb, Dist. Judge.

Madam EMILIE TOUTANT POULTNEY
v.
THE CITY OF NEW ORLEANS,
W. H. LAYTON and al. } No. 2159.

The plea herein filed by the defendants, W. H. Layton and als., having been argued and submitted on the last term, and the Court

having considered the same, this day delivered its opinion, and ordered that a decree be entered in conformity thereto.

Opinion delivered by Hon'ble J. A. Campbell, presiding Judge, 13th Nov'r, 1854.

The facts of this case are familiar to the legal profession of the State. A brief statement is required merely to ascertain the questions which come up for decision.

The husband of the plaintiff, in May, 1819, purchased of Mad. Rousseau her estate on the Mississippi River, adjacent to the City of New Orleans, for $100,000, one-fifth in cash, the remainder payable in five annual instalments secured by notes endorsed by Harrod and Ogdens, and a mortgage on the property.

In April, 1819, he applied to the District Court of New Orleans to convoke his creditors to pass upon a proposition for a respite for one, two, and three years, his affairs being greatly embarrassed, and a hope of improvement being suggested. His creditors consented to his application, and their consent is recorded among the proceedings of that Court. In October following (1819), Poultney died, leaving his widow, the present plaintiff, and two daughters under the age of puberty. His widow, after superintending an inventory, renounced her right as partner in community, and took no measures on behalf of her infant children in regard to the succession of her husband, and the succession remained vacant.

In February, 1820, certain creditors of Poultney filed their petition in the District Court, which avers the insolvency of the succession, its abandoned conditioned, and prays that the creditors might be convened to nominate syndics to administer it. The Court granted the order, a meeting was held, and syndics were appointed, who were afterwards recognized by the Court. The Court granted an order authorizing them to take possession of the property of the insolvent and to sell it. In April, the syndics commenced a proceeding in that Court to obtain a license to sell the specific property embraced in this suit, but this was not prosecuted to a decree. But, some three days before the creditors were to act upon their proposition, Harrod and Ogdens presented a petition describing the terms of the purchase of Mad. Rousseau's plantation, their connection with it, as endorsers of his notes, their payment of the first instalment, that another note was to become due in a few days, that they were subrogated to all the rights of the vendor by the terms of the mortgage. They pray for an order of sale, for so much of cash to be raised as will meet the two first instalments, and that the remaining instalments may be made to coincide with those declared in the original contract of purchase, and that the syndics might be cited to answer their petition. Copies of the citation and petition were served, on the 9th May, 1820, upon one of the syndics. Upon the last of the

month, the syndics consented to waive the appraisement, and that the property might be sold, to raise the amount to become due upon the mortgage (three in instalments) at the time they should become payable, and the remainder to be paid in cash. This agreement was sanctioned by the Court the same day.

The sheriff returns that he sold the property the 13th June, 1820, to George M. Ogden, one of the firm of Harrod & Ogdens, for $21,000 in cash. In March, 1823, an order was made by the Court for an execution of a deed to the purchaser by the sheriff, upon the proper credit being given on the debt of Poultney, which was done, and the deed executed.

The following year (16th Jan., 1824), Harrod and the representatives of Ogden (who were both dead), proceeded in the Probate Court of New Orleans for an order of seizure and sale of the Rousseau Plantation, upon the suggestion that three of the mortgaged notes given to Mad. Rousseau had paid by them, and that they were subrogated under the mortgage to the rights of the vendor.

These proceedings make no reference to the suits in the District Court, tho' the object of the two suits is the same.

The inference is, that Harrod and the representatives of Ogdens had been advised that the decrees of the District Court were *coram non judice*, and that they were entitled to no consideration. With this conclusion they commenced *de novo* to establish their debt and to enforce the security given to indemnify them.

In this petition, the widow and children of Poultney are described, and a prayer for process to them is made. An order for a seizure and a citation was entered, and a sale took place the 23d Feb'ry, 1824, and a final judgment the 15th March, 1824.

At this sale Harrod and Francis B. Ogden heir of George M. Ogden, the purchaser at the first, were purchasers.

In the summer following, an application was made by Francis B. Ogden to the District Court to cancel the mortgage given at the sale in June, 1821, under the orders of that Court, because the proceedings were unauthorized, and for the reason that the mortgage was given to secure notes, designed for the payment of Mad. Rousseau's debt, and that he had paid that debt. These facts were admitted by the sheriff, and the Court taking his confession that he acted without authority, cancelled the mortgage. In none of these proceedings was the plaintiff as tutrix of her children, personally cited.

In November, 1832, the pl'ff was confirmed as tutrix of her children, and in March, 1833, accepted, in their behalf, the succession of her husband; since that time both have died, and she is now the heir to their rights.

Suits were commenced at this time for portions of the succession, and subsequently suits were commenced in this Court, which have continued with but little intermission since. The records of the settlements in the Probate and District Courts have been filed, as

exhibits to the bill, and the bill itself is mainly concerned in exposing the defects in these proceedings, and their insufficiency to divest the claims to which the plaintiff has succeeded as heir to her children.

The equity of the bill rests upon the following conclusions from the facts contained in the records of those Courts. "That the proceedings against Poultney's estate as in bankruptcy, the appointment of syndics and all their acts done and performed, and all process against, and all contestations with them as representatives of Poultney's estate, were judicial usurpations, fraudulent, illegal, null and void; and that the proceedings in the Probate Court were fraudulently contrived and executed, to promote the private profit and speculation of the plaintiffs and purchasers, and the whole proceeding as entertained and adjudged was without lawful jurisdiction, and utterly null and void."

The proceedings in the District Court were conducted upon the theory, that this Court was one of a general jurisdiction, extending to all cases, which might arise at law or in equity above a specified sum, and with authority to grant relief according to the circumstances of the particular case.

Poultney had appeared before that Court, to obtain the benefit of the regulation of the Spanish laws, concerning failing or embarrassed creditors. He had confessed his inability to comply with his engagements, had made an exposition of his affairs, and was relieved from immediate pressure by their consent, and the judgment of the Court.

An examination of his schedule shows that the prospect of payment to his creditors was not encouraging. In this condition he died. His widow, renounced her connection with his succession, and refrained from taking any step in the name of her infant children, for its administration. The letter of the code of 1808, did not reach the conditions of the case. The succession was a vacant succession, and the heirs to it present, and that code did not in terms provide the means to supply such an one with a representative.

The application of Poultney for a respite from his creditors, with the necessary exposition of his property, the consent of the creditors to his petition, with the judgment of the Court prescribing the delay, did not exhaust (as it was supposed) all the authority of the Court over the subject-matter; but, that under some conditions, these acts might form the basis, upon which either the creditors or Poultney might crave the interposition of the Court for their protection, and such was the conclusion of the District Court.

The death of Poultney in a condition of insolvency, without an heir willing to assume his responsibilities, or to accept his succession it decided, was a contingency which authorized it to intervene. To secure the creditors, it ratified their appointment of syndics, and committed to their charge the administration of the estate which Poultney had exhibited, as the resources for the payment of his creditors.

This conclusion proceeded on the ground, that the conditions upon which the respite had been granted, had been defeated, and that the creditors were entitled to an immediate disposition of the property, as in the case of a surrender. The validity of the mode of administration selected, seems to have been affected by the provisions of the code of 1808. That code treats those who have the capacity of heir, but who neglect or fail to signify their acceptance of that quality, as strangers to the succession. No act of administration requires their assent, nor are they consulted in reference to it. It is conceded that the competency of the heirs is not destroyed by this failure or neglect, that their power to accept the succession continues, and there is a retractive effect given to the acceptance. But this retractive faculty is exercised with a necessary limitation. The heir cannot, after his acceptance, impeach the administrative acts performed, under a legal sanction in their absence.

It may be admitted that the case is surrounded by difficulties. The records show that the transactions of the District Court were conducted by counsel of great experience and merited standing. Also, that other counsel of eminence, afterwards hesitated in reference to the legality of their acts, and conducted a different proceeding in another court, having the same object, viz.: to condemn the Rousseau property to the payment of the debt contracted in its purchase.

The inquiry now results, whether an examination of the written law of Louisiana at the date of the transactions, and the civil law of Spain in connection with it, authorizes the conclusion that the judgments of both the District and Probate Courts, were erroneous, or founded in judicial usurpations. And, in conducting this examination, the preliminary question must be settled, by what guides must it be conducted.

The judiciary act of the 24 Sept., 1789, requires the Courts of the United States, to follow the laws of the several States, as rules of decision in cases where they properly apply. And such must have been the case without an authoritative direction. For the laws of a state are obligatory upon all the inhabitants indiscriminately, and their property within its limits are subject to them. These laws it is the duty of the Courts of the United States to apply. In the present instance, the controversy depends exclusively upon the laws of Louisiana, and when it arose the state tribunals were alone competent to decide it. The parties to the controversy were citizens, and the property was within their jurisdiction. In ascertaining the laws of a community, their application by the inhabitants, and especially by the public and constituted authorities furnishes the best evidence.

For it is by these organs that legal principles have their exposition, and a system comes to be formed, adapted to the ideas and manners of the people. The decisions therefore of the State Courts,

upon their particular system of laws, are received as authorities to be followed in the Courts of the United States, in the cases to which they apply. This is not an inflexible rule, and may yield under certain circumstances, but those circumstances must afford an ample ground for its suspension, or it will be followed. No other rule can be adopted which will maintain the State and Federal jurisdictions in harmony, or relieve the community from the mischief of contradictory and discordant judgments upon the same legal questions by independent jurisdictions.

The claims of the heirs of Poultney were brought before the Courts of Louisiana, in 1832, and the suits which involved their consideration, were decided by the Supreme Court, in 1835.

The report of the cases, show that they were maturely examined by the counsel who prepared them, and the Court in giving its final judgment.

The decision of the Supreme Court was, that the District Court had jurisdiction to administer the succession of Poultney, for the benefit of his creditors, and consequently that its acts were not judicial usurpations, fraudulent, illegal, or void. The Court further decided, that there were no such irregularities in the sale made by the order of that Court, as to defeat the title of the purchaser. I must regard this decision of the highest tribunal of Louisiana, upon a state of facts, similar to the case before me as conclusive on the subject.

But if I were to apply to the case the doctrines of the Supreme Court of the U. S., the result would not be varied:

"That some sanctity should be given to judicial proceedings," says that Court; "some time limited beyond which they should not be questioned; some protection afforded to those who purchased at sales by judicial process; and some definite rules be established by which property thus acquired may be transmissible with security to the possessors, cannot be denied. In this country particularly, when property which, within a few years was but of little value, in a wilderness, is now the site of large and flourishing cities, its enjoyment should be at least as secure, as in that country where its value is less progressive." Voorhies v. Bank of U. S., 10 Peters, 449.

The rule answering the purposes of maintaining the sanctity of legal proceedings, and of securing to purchasers and heirs their rights, is, if there is a total want of jurisdiction, the proceedings are without authority, confer no right, and afford no justification, and may be rejected whenever produced to support a title. But, if the facts appear which give the Court jurisdiction, and the conveyance is executed in accordance with a decree, the purchaser is not required to look beyond the decree of the Court. If the jurisdiction was improvidently exercised, or the conclusions of the Court upon the evidence unwarranted, the consequences cannot be visited upon the purchaser. He has the right to repose upon the judgment of an authorized tribunal. Thompson v. Tolmie, 2 Pe., 157.

It would be difficult to find a grant of jurisdiction more broad or comprehensive than that to the District Court. It may have been, that the Probate Court was empowered by the death of Poultney, to administer his succession, and to distribute it among his creditors and heirs, according to their relative rights, notwithstanding the insolvent proceedings; but those proceedings, with the subsequent facts, may have created a case, when the more enlarged jurisdiction of the District Court might have been properly invoked. There were points of contact between the succession and both Courts, and either might have been employed. The subject-matter was before the District Court, the creditors had been convened in that Court, their rights acknowledged there, and the resources for their payment submitted to its inspection. The Court decided it might collect and apply them; an administration has taken place under its orders; the time for appeal and actions of nullity has long ago elapsed; the Supreme Court of the State, in a proceeding where the judgment was drawn in question, upon a learned debate, has sanctioned the validity of the procedure. Hundreds of citizens with a legitimate faith in the authority of the constituted tribunals have vested their calculation and hopes upon the stability of their public acts. It would be an overturn of authority, a disregard of precedent, well-nigh revolutionary, to pronounce these transactions vain and illusory, the result of "judicial usurpations." The proceedings preparatory to a sale, and the execution of the order of sale were carried on, under the eye and direction of a court of general, nearly universal jurisdiction; after the sale was made, it was ratified by the Court and a conveyance to the purchaser decreed. Under these circumstances, tho title cannot be impeached for errors or irregularities.

The suit in the Probate Court was commenced under an apprehension that the judgment of the District Court was fatally defective. Those who succeeded to Harrod and Ogdens in that suit, disregarded all that had been done in the District Court, and assumed that no change had taken place in consequence of it, in the relative positions of the parties. The suit in the District Court was for the administration of a portion of an insolvent estate, for the benefit of a priviledged creditor. In the Probate Court, the same creditor appeared against the heirs of a decedent, with the same claim. The children of Poultney were parties to this suit, but their tutrix, it is said, was not served with process, and the suit was therefore abortive. While this is charged to be the result of the action of that Court, the plaintiff claims full effect for all the admissions and averments of the petition, and that this proceeding divested or cancelled the rights acquired under the sale of 1821.

But no such effect can follow, in the existing aspect of the case. Had another party than Ogden, the heir of the purchaser under the former sale, been the purchaser at the probate sale, he might, with

great force, have contended that Ogden could make no claim under that title. The sale of 1824 was provoked by Ogden, upon the concession that the title of 1821 was a nullity, and he could not have withdrawn that concession from one who had purchased the plantation upon the credit of it.

But Ogden, who acquired title in 1821, is one of the purchasers under the sale of 1824, and there is no contest between him and his co-tenant.

They do not deny to the succession of Poultney the benefit of either sale, but upon the result of either, have yet an unsatisfied claim against that succession. If the sale of 1821 was valid, the action of 1824 was simply nugatory—a work of supererogation. The plaintiff contends that the sale in 1821 was cancelled by the operation of the new suit—the title reverted in the succession of Poultney —while she pronounces all the steps taken in that suit, to have been unprofitable, because the parties were not in Court. It is clear that these contradictory propositions cannot be mentioned. The averments in pleadings—the "avowals" of parties on the record cannot be used as conclusive evidence in another suit, of the truth of such statements, nor are the parties in whose favor they are made, estopped to deny them. It is only when they become *res judicata*, that they are binding between the same parties. The ground taken therefore by the plaintiff, that her children were not parties or privies to the record, precludes her from using it to defeat the title of the defendants.

The same considerations apply to the action of Francis B. Ogden, to cancel the mortgage of his ancestor, given to secure the price of the land in 1821. The petition of Ogden, and admissions of the sheriff, show that the debt it was given to secure had been satisfied. The bill of the plaintiff admits that neither Poultney, nor either of those who claim from him, have paid the purchase-money for the plantation. The cancellation of the mortgage did not relieve Ogden from any of the price to which the succession of Poultney was fairly entitled, nor injuriously affect that succession.

Upon the whole case, my opinion is, that the plaintiff has no right in the land described in her bill, and that the pleas of the defendants must be allowed.

Final Decree. November Term, 1854.

New Orleans, November 20th, 1854.

Court met pursuant to adjournment. Present, Hon'ble J. A. Campbell. Presiding Judge. Absent, Hon'ble T. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
The CITY OF NEW ORLEANS,
W. H. LAYTON et als. } No. 2159.

This cause was set down for a hearing upon the bill, and joint and several plea of the defendants, W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beikman, Frederick M. Beikman, Julia V. Beikman, Gertrude Beikman, Julia E. Beikman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wenderlin Doll, Mrs. Barbary Thomas, George Dermeyer, George Powers, Andrews Thomas, Francis Thomas, and Andrews Thomas, Jr., and was argued by counsel; and thereupon the Court, upon examination of the record and the proof, declares that the pleas of the defendants form a bar to the discovery and relief prayed for by the complainant, and that no other answer is required to complainant's bill; and it is decreed, that as to the said defendants, the bill be dismissed with costs.

Decree rendered 20th November, 1854; decree signed 21st November, 1854.

J. A. CAMPBELL,
Associate Justice of the Sup. Court of the U. S.

Motion and Order granting Appeal to Supreme Court.

Minutes; November Term, 1854.

NEW ORLEANS, 21st November, 1854.

Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge; Present, Hon. Theo. H. McCaleb, District Judge.

MADAM E. T. POULTNEY
v.
CITY OF NEW ORLEANS,
W. H. LAYTON et al. } No. 2159.

On motion of Jno. Henderson, Jr., Esq., on behalf of complainant, and on his representing to the Court that the said complainant feels aggrieved by the decree herein rendered against her, on the 20th inst., on the pleas of the defendants, W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beikman, Frederick M. Beikman, Julia V. Beikman, Gertrude Beikman, Julia E. Beikman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wenderlin Doll, Mrs. Barbary Thomas, Geo. Dermeyer, George Powers, Andrews Thomas, Francis Thomas, and Andrews Thomas, Jr., and is advised that there is error therein to her prejudice, and is desirous that an appeal, to operate as a supersedeas, be granted her therefrom, returnable to the next term of the Supreme Court of the United States; it is ordered, that the same be allowed on complainant's

giving bond, conditioned according to law, with good and solvent security, in the penal sum of five hundred dollars.

Appeal Bond. Filed sixth Dec'r., 1854.

Know all men by these presents, that we, Emily Toutant Poultney, as principal, and G. T. Beauregard, as security, are held and firmly bound, jointly and severally, unto W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beikman, Frederick M. Beikman, Julia V. Beikman, Gertrude Beikman, Julia E. Beikman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wenderlin Doll, Mrs. Barbary Thomas, George Dermeyer, George Powers, Andrews Thomas, Francis Thomas, and Andrews Thomas, Jr., in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said above-named obligees, their heirs, executors, administrators, and assigns, for which payment well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the sixth day of December, in the year of our Lord eighteen hundred and fifty-four.

Whereas, Emily Toutant Poultney, lately, at a Circuit Court of the United States, for 5th Circuit and Eastern District of Louisiana, in a suit depending in said Court, wherein she, Emily Toutant Poultney, is complainant, and the above-named obligees and others, are dafendants, a decree was rendered against the said comp't, Emily Toutant Poultney, and in favor of the said above-named obligees, and the said Emily Toutant Poultney, having applied by motion to the hon'ble the Circuit Court of the United States, for the 5th Circuit, holding sessions in and for the Eastern District of Louisiana, praying an appeal from the said decree, rendered against her on the 21st day of November, 1854, and in favor of the said obligees, to the Supreme Court of the United States.

Now, the condition of the above obligation is, that if the above-bounden Emily Toutant Poultney shall prosecute her said appeal to effect, and answer all damages and costs if she fail to make her plea good, then the above obligation to be void, else to remain in full force and virtue.

E. POULTNEY,
Per agent, G. T. BEAUREGARD.
G. T. BEAUREGARD. [SEAL.]

Signed, sealed, and delivered, in the presence of
J. W. GURLEY,

Suggestion of death of Madam E. T. Poultney, &c., and order of the Court thereon.

Minutes. November Term, 1854.

NEW ORLEANS, Thursday, 12th April, 1855.

Court met pursuant to adjournment. Present Hon. Theo. H.

McCaleb, Dist. Juuge. Absent, Hon. J. A. Campbell, Presiding Judge.

EMILIE T. POULTNEY
v.
The CITY OF NEW ORLEANS et al.

And now on this day comes John Henderson, Esq. solicitor of complainant in this case, and suggests to the Court that the order of appeal heretofore, at this term of the Court taken by complainant from the decree of this Court dismissing complainant's bill, was imperfectly executed by filing the appeal bond after ten days had expired, from the date of said order; also that said order of appeal has become inoperative by reason of the December Term of the Supreme Court ot the United States, 1854, having passed away before the Clerk of this Court could complete the transcript of the record of appeal, and which is not yet completed; and with these causes of failure of said appeal, said solicitor doth further suggest, that since said order of appeal was made, to wit, on the 20th day of December, 1854, the said Emilie Toutant Poultney departed this life testate, leaving G. T. Beauregard her sole testamentary heir and executor, upon all which suggestions of said solicitor, and upon his motion in that behalf, it is now ordered by the Court, that the said order of appeal be set aside; and upon the suggestion of complainant's death as aforesaid, that said suit as to the said Emilie Toutant be abated, with leave to her legal representatives to take due proceedings to revive the same, and perfect the appeal according to law.

Agreement. Filed 12th April, 1855.

GUSTAVE T. BEAUREGARD, executor, and testamentary heir of
Madam EMILY TOUTANT POULTNEY
v.
CITY OF NEW ORLEANS et als.

No. 2159.

On bill in nature of a bill of revivor filed in this case by G. T. Beauregard, to revive in his *in his* own name and behalf, the suit heretofore pending in equity, in this Court, by Emily Toutant Poultney *v.* The City of New Orleans, Auch and Miller, William H. Avery, Lucien Adams, W. H. Layton, Frederic M. Beckmann, Bernard Duffy, Francis Thomas, and about four hundred other citizens, and which suit had been dismissed by the decree of the Court, on the pleas filed by said W. H. Layton and others, and from which decree, an order of appeal had been taken but not consummated, when complainant's death was suggested. Whereupon it is agreed, by consent of John Henderson for complainant, and Christian Roselius for defendants, that said suit be revived in the name of G. T. Beauregard, as prayed for, and that he be permitted to consum-

mate said appeal to the next term of the Supreme Court of the United States, to be holden in December next, without further notice or delay.

C. ROSELIUS,
Sol. for Defendants.
JOHN HENDERSON,
Sol. for Complainant.

NEW ORLEANS, April 6th, 1855.

Order to file Bill of Revivor.

Minutes. November Term, 1854.

NEW ORLEANS, Thursday, 12th April, 1855.

Court met pursuant to adjournment. Present Hon'ble Theo. H. McCaleb, Dist. Judge. Absent Hon'ble J. A. Campbell, Presiding Judge.

POULTNEY'S HEIRS AND EXECUTOR
v.
The CITY OF NEW ORLEANS et al. } No. 2159.

On motion of John Henderson, Esq., solicitor for complainant, and on his presenting to the Court the certain bill of complaint in the nature of a bill of revivor, in the name and behalf of Gustavus T. Beauregard, as testamentary heir and executor of Mrs. Emilie Toutant Poultney, to revive said suit in the name of him, said Beauregard, and on reading to the Court the argument relative thereto, signed by Christian Roselius, of counsel for defendants, on 6th April, 1855, and now filed herein, it is ordered that the said bill be filed, and that said suit be revived and prosecuted in the name of Gustavus T. Beauregard, as testamentary heir and executor of the said Mrs. Emilie Poultney deceased, and be directed and controlled by him as complainant in the original bill.

Bill of Revivor; filed, with leave of Court, 12th April, 1855.

G. T. BEAUREGARD,
Executor and testamentary heir of Madame Emilie Toutant Poultney,
v.
CITY OF NEW ORLEANS et al. } No. 2159.

The bill of complaint of Gustavus T. Beauregard, in nature of a bill of revivor, represents:

Your orator, Gustavus T. Beauregard, respectfully shows: That heretofore, to wit: on the 11th day of September, A. D., 1852, Emilie Toutant Poultney, a citizen of the State of Mississippi, filed her certain bill of complaint, as the sole heir-at-law of her daughter, Mathilde Poultney, deceased, against the mayor and inhabitants of

the City of New Orleans, a municipal corporation of the State of Louisiana, and against Auch & Miller, William H. Avery, Lucien Adams, and W. H. Layton, Robert Layton, James L. Layton, Bertha Beekman, Frederick M. Beekman, Julia V. Beekman, Gertrude Beekman, Julia E. Beekman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Venderlin Doll, Barbara Thomas, George Dermeyer, George Powers, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., and about four hundred other persons, all citizens of the State of Louisiana and Eastern District thereof; and whose names appear at length in the said original bill of Mad. Poultney, and to which your orator prays reference for specification, and to avail as if herein again specified and set forth.

By said original bill, the complainant, Mad. Poultney, represented that her deceased husband, John Poultney, Jr., in hislife time was seized and possessed of a certain tract of land of ten arpents front upon the Mississippi River, and running back for quantity to the depth of —— arpents, situate about a mile above what was then the boundary of the City of New Orleans, and which land was subsequently comprised in the corporate City of Lafayette, and became more subsequently a part of the City of New Orleans.

That said Poultney purchased this land of Widow Rousseau, by authentic act of 27th May, 1818, for the price of one hundred thousand dollars, of which he paid cash $20,000, and gave his notes, endorsed by Harrod and Ogden, and secured by mortgage on the property purchased for the sum of $80,000, payable in instalments; for further specification of which title, this complainant begs leave to refer to said original bill as if reported herein.

Said bill further represents, that, on the 23d of October, 1819, said John Poultney, Jr., died, leaving said property unpaid for, and leaving two infant children, Emily and Mathilde, his heirs-at-law; and having other estate, sufficient in all, as is alleged, to have paid all his just debts, and left a large surplus for the heirs, had the same been duly, legally, and honestly administered. But it is alleged in said original bill, that said estate was mal-administered, wasted, and perverted, without legal right, and against authority of law, and this, especially of the tract of land aforesaid, by the illegal and fraudulent acts of the said Harrod and Ogdens, whereby, without legal warrant, they appropriated said property to their own use, without making the heirs of Poultney parties to the illegal and fictitious proceedings instituted, to subject said estate to their own use and purposes; and all which proceedings, as alleged in said bill, were null and void, and did not divest said heirs of their inheritance in said property; and, wherefore, they claimed its ownership against the several defendants, parties to said original bill, who profess to have derived title in various subdivisions to said property from the said Harrod & Ogdens, and who refused to deliver said property to Poultney's heirs, and account for its rents and profits; and all which

mate said appeal to the next term of the Supreme Court of the United States, to be holden in December next, without further notice or delay.

C. ROSELIUS,
Sol. for Defendants.
JOHN HENDERSON,
Sol. for Complainant.

NEW ORLEANS, April 6th, 1855.

Order to file Bill of Revivor.

Minutes. November Term, 1854.

NEW ORLEANS, Thursday, 12th April, 1855.

Court met pursuant to adjournment. Present Hon'ble Theo. H. McCaleb, Dist. Judge. Absent Hon'ble J. A. Campbell, Presiding Judge.

POULTNEY'S HEIRS AND EXECUTOR
v.
The CITY OF NEW ORLEANS et al. } No. 2159.

On motion of John Henderson, Esq., solicitor for complainant, and on his presenting to the Court the certain bill of complaint in the nature of a bill of revivor, in the name and behalf of Gustavus T. Beauregard, as testamentary heir and executor of Mrs. Emilie Toutant Poultney, to revive said suit in the name of him, said Beauregard, and on reading to the Court the argument relative thereto, signed by Christian Roselius, of counsel for defendants, on 6th April, 1855, and now filed herein, it is ordered that the said bill be filed, and that said suit be revived and prosecuted in the name of Gustavus T. Beauregard, as testamentary heir and executor of the said Mrs. Emilie Poultney deceased, and be directed and controlled by him as complainant in the original bill.

Bill of Revivor; filed, with leave of Court, 12th April, 1855.

G. T. BEAUREGARD,
Executor and testamentary heir of Madame Emilie Toutant Poultney,
v.
CITY OF NEW ORLEANS et al. } No. 2159.

The bill of complaint of Gustavus T. Beauregard, in nature of a bill of revivor, represents:

Your orator, Gustavus T. Beauregard, respectfully shows: That heretofore, to wit: on the 11th day of September, A. D., 1852, Emilie Toutant Poultney, a citizen of the State of Mississippi, filed her certain bill of complaint, as the sole heir-at-law of her daughter, Mathilde Poultney, deceased, against the mayor and inhabitants of

the City of New Orleans, a municipal corporation of the State of Louisiana, and against Auch & Miller, William H. Avery, Lucien Adams, and W. H. Layton, Robert Layton, James L. Layton, Bertha Beekman, Frederick M. Beekman, Julia V. Beekman, Gertrude Beekman, Julia E. Beekman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Venderlin Doll, Barbara Thomas, George Dermeyer, George Powers, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., and about four hundred other persons, all citizens of the State of Louisiana and Eastern District thereof; and whose names appear at length in the said original bill of Mad. Poultney, and to which your orator prays reference for specification, and to avail as if herein again specified and set forth.

By said original bill, the complainant, Mad. Poultney, represented that her deceased husband, John Poultney, Jr., in hislife time was seized and possessed of a certain tract of land of ten arpents front upon the Mississippi River, and running back for quantity to the depth of —— arpents, situate about a mile above what was then the boundary of the City of New Orleans, and which land was subsequently comprised in the corporate City of Lafayette, and became more subsequently a part of the City of New Orleans.

That said Poultney purchased this land of Widow Rousseau, by authentic act of 27th May, 1818, for the price of one hundred thousand dollars, of which he paid cash $20,000, and gave his notes, endorsed by Harrod and Ogden, and secured by mortgage on the property purchased for the sum of $80,000, payable in instalments; for further specification of which title, this complainant begs leave to refer to said original bill as if reported herein.

Said bill further represents, that, on the 23d of October, 1819, said John Poultney, Jr., died, leaving said property unpaid for, and leaving two infant children, Emily and Mathilde, his heirs-at-law; and having other estate, sufficient in all, as is alleged, to have paid all his just debts, and left a large surplus for the heirs, had the same been duly, legally, and honestly administered. But it is alleged in said original bill, that said estate was mal-administered, wasted, and perverted, without legal right, and against authority of law, and this, especially of the tract of land aforesaid, by the illegal and fraudulent acts of the said Harrod and Ogdens, whereby, without legal warrant, they appropriated said property to their own use, without making the heirs of Poultney parties to the illegal and fictitious proceedings instituted, to subject said estate to their own use and purposes; and all which proceedings, as alleged in said bill, were null and void, and did not divest said heirs of their inheritance in said property; and, wherefore, they claimed its ownership against the several defendants, parties to said original bill, who profess to have derived title in various subdivisions to said property from the said Harrod & Ogdens, and who refused to deliver said property to Poultney's heirs, and account for its rents and profits; and all which

acts and proceedings of wrongs and nullities, as set forth and complained of in said bill, your orator craves leave to refer to, as of part of this bill, and herein again set forth.

And said original bill further shows, that after descent cast, the said Emily Poultney, one of the infant heirs aforesaid, died, leaving her sister Mathilda and her mother, the said Emily T. Poultney, her heirs at law, and whom, on the 15th July, 1837, filed their certain bill in your Honorable Court against the same defendants, or their ancestors or vendors, as were made defendants to the last original bill, now sought to be revived, which said first bill for causes shown was dismissed in 1846–7.

And said last bill doth further represent, that after the first bill was so dismissed as aforesaid, the said Emily Toutant Poultney did convey and release to her daughter Mathilda all her rights and interest in said property and estate; and that afterwards, on the 27th May, 1848, the said Mathilda did file her certain bill in equity, being the said second bill for the same property and against the same defendants as in the first bill set forth, and which second bill and the suit thereby instituted, abated in your Honorable Court by the death of the said Mathilda, on the day of A. D. 1851, whom, the said Mathilda, dying intestate, left her mother, the said Emily Toutant Poultney, her sole heir-at-law. And your orator further shows, that on the 11th day of September, 1852, the said Emily Toutant Poultney, being then a citizen of the State of Mississippi, did file her original bill for the same cause of action, and against the same defendants, or their heirs, vendees and privies, for which the two preceding bills were filed, and setting forth her right as heir to her daughter, and the rights of the heirs of John Poultney to the inheritance aforesaid, and all the acts of wrongs by which the defendants and those under whom they claimed had possessed themselves of said property, against justice, law, and equity; and all which showings and averments said bill and the exhibits therewith filed, your orator prays leave to refer to, as of part of this bill, and again herein set forth. And by said bill the said complainant did pray a discovery of said defendant as to their rights and pretensions to said property, and of the rents and profits received by them respectively; and did pray recovery of said property, and an account of rents and profits of said property, and for general relief; and all which prayer and measure of redress sought, and the grounds on which sought, your orator prays leave to refer to, as if part of this bill and as if again herein set forth.

And your orator shows, that on said original bill process of subpœna duly issued, and the defendants therein were summoned; and whom said defendants claiming separate portions and divisions of said property sued for, a part of said defendants, viz.:

W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beekman, Frederic M. Beeckman, Julia V. Beekman, Ger-

trude Beekman, Julia E. Beekman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wenderlin Doll, Mrs. Barbara Thomas, George Deremeyer, George Powers, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., joined in a plea of title, and of other matters in bar, but in which issue the other defendants did not join; and which plea having been set down for argument, was by the judgment and consideration of your Hon'ble Court, on the day of A. D. 1854, sustained, and by the same decree said original bill was dismissed, to all which pleadings and proceedings, as by the record in said case appearing, your orator makes reference and prays the same to be considered of, as if herein set forth.

And your orator further shows, that from the judgment and decree so rendered the said Emily Toutant Poultney, on the day of A. D., 1854; and during the present term of your hon'ble Court, did pray an appeal to the December Term of the Supreme Court then next, but now last past, and did execute and file her appeal bond to that end.

But your orator is advised that said appeal has wholly failed by reason in part, that said appeal bond through misapprehension, was not filed till more than ten days after said order of appeal was taken; but more especially has it failed by reason of the transcript of the record not having been made out in time, and which is not yet complete, it being impracticable for the clerk of this Court to execute said transcript with sufficient despatch to have the same returned to the term of the Supreme Court to which said appeal was taken; and for which causes said order of appeal, at the instance of the counsel of the appellant, and by the order of this Court, has been set aside.

And your orator further shows, that after said decree of dismission was rendered in said suit, and after appeal granted and bond executed as aforesaid, the said complainant, Mad. Emily Toutant Poultney, on the 20th day of December, A. D., 1854, departed this life testate, appointing your orator her sole testamentory heir and executor; and which her last will has been duly probated, and ordered to execution; and your orator recognized as such sole heir and executor by the District Court of New Orleans, to which said power and jurisdiction properly appertained; and certified copies of which will and testamentary proceedings, are herewith presented as Exhibit A.

Wherefore your orator prays, that said suit so of late pending in the name of said Mad. Toutant Poultney, may be revived in his name as her testamentary heir and executor, and that the original bill, exhibits, pleadings, and proceedings, together with the decree rendered against the said Mad. Poultney before her death, be regarded and imputed in all things, as if your orator had been the original complainant and party to said bill and proceedings, and with the same rights to have appeal from said decree, and to prosecute said case to final termination, and to and for his own use, as the said Mad. Poultney might have done in her own behalf, had she not died.

And your orator prays, that all the defendants before specified, especially those in whose behalf said decree was rendered, be duly notified of this application, and upon proper rule do show cause, if any they can, why said order of revivor shall not be made.

And your orator prays for all such other and further relief in the premises as to right and justice shall appertain.

JOHN HENDERSON,
Sol. for Beauregard.

Order allowing Appeal.

Minutes. November Term, 1854.

New Orleans, Thursday, 12th April, 1855.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, Dist. Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

Poultney's Heir and Executor
v.
The City of New Orleans,
W. H. Layton and others.
} No. 2159.

On motion of John Henderson, Esq., solicitor for Gustavus T. Beauregard, the complainant, and on his representing to the Court that the said complainant feels aggrieved by the decree herein rendered on the 20th day of November last past, on the pleas of the defendants, W. H. Layton, Robert Layton, James H. Layton, M. H. Layton, Bertha Beckman, Frederick M. Beckman, Julia V. Beckman, Gertrude Beckman, Julia E. Beckman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wendelin Doll, Mrs. Barbary Thomas, George Dermeyer, George Power, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., and is advised that there is error therein to his prejudice, and is desirous that an appeal therefrom be allowed him, returnable to the next term of the Supreme Court of the United States; and on reading to the Court the agreement relative thereto, signed by Christian Roselius, Esq., the counsel for the above-named defendants, on the 6th April instant, and this day filed herein, it is ordered that an appeal be allowed, as prayed for, on complainant giving bond in the penal sum of five hundred dollars, conditioned according to law, with Armand Nicholas Toutant as surety thereon.

Appeal Bond. Filed 24th April, 1855.

Know all men by these presents, that we, Gustavus T. Beauregard, as principal, and Armand L. Toutant, as surety, are held and firmly bound, jointly and severally, unto W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beckman, Frederick M.

Beckman, Julia V. Beckman, Gertrude Beckman, Julia E. Beckman, F. W. Montgomery, Bernard Duffy, Jane Hefferman, Wendelin Doll, Mrs. Barbary Thomas, George Dermeyer, Geo. Powers, Andrew Thomas, Francis Thomas, and Andrew Thomas, Jr., in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said above-named obligees, their heirs, executors, administrators, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, firmly by these presents; sealed with our seals, and dated the twenty-fourth day of April, in the year of our Lord eighteen hundred and fifty-five.

Whereas Gustavus T. Beauregard, lately, at a Circuit Court of the United States, for the 5th Circuit, and Eastern District of Louisiana, in a suit depending in said Court, wherein the said Gustavus T. Beauregard, as executor and testamentary heir of Madam Emily Toutant Poultney, is complainant, and the above-named obligees and others are defendants, a decree was rendered against said complainant, and in favor of the above-named obligees; and the said Gustavus T. Beauregard, executor and testamentary heir as aforesaid, having applied by motion to the Hon'ble the Circuit Court of the United States, for the 5th Circuit, holding sessions in and for the Eastern District of Louisiana, praying an appeal from the said decree rendered against complainant on the 21st day of November, 1854, and in favor of said obligees, to the Supreme Court of the United States.

Now the condition of the above obligation is, that if the above-bounden Gustavus T. Beauregard, executor and testamentary heir of Mad'm Emilie Toutant Poultney, shall prosecute his said appeal to effect, and answer all damages and costs if he fails to make his plea good, then this obligation to be void, else to remain in full force and virtue.

[SEAL.] G. T. BEAUREGARD.
[SEAL.] ARM'D N. BEAUREGARD.

Signed, sealed, and delivered, in the presence of
J. W. GURLEY.

United States Circuit Court, Eastern District of La. Clerk's Office.

I, John Gurley, Clerk of the said Court, do certify, that the foregoing 283 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced, on the trial of the case of G. T. Beauregard, heir and executor of Mad. E. T. Poultney, deceased, *v.* The City of New Orleans, W. H. Layton and als., No. 2159 of the docket, so far as relates to the pleas of W. H. Layton, Robert Layton, James L. Layton, M. H. Layton, Bertha Beckman, Frederick M. Beckman,